



**EDINBURG CITY COUNCIL**  
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**Location:** City of Edinburg  
City Hall-Council Chambers  
415 West University Dr.  
Edinburg, Texas 78541  
**MARCH 21, 2017**

**REGULAR MEETING AGENDA**  
**6:00 PM**

**I. CALL TO ORDER, ESTABLISH QUORUM**

- A. Prayer.
- B. Pledge of Allegiance.

**II. CERTIFICATION OF PUBLIC NOTICE**

**III. PUBLIC COMMENTS**

*The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. If a resident desires to make a public comment, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.*

**IV. PROCLAMATIONS**

- A. Presentation of Proclamations Recognizing:
  - 1. March 22, 2017 as Small Business Development Center (SBDC) Day.
  - 2. March 27-31, 2017 as National Boys & Girls Club Week.
  - 3. April 15-22, 2017 as National Health Care Decision Week.

**V. PRESENTATION**

- A. Presentation Regarding the City of Edinburg Pedestrian and Bicycle Master Plan by Halff & Associates. [Ponciano N. Longoria, P.E., C.F.M., Director of Engineering]

**VI. ORDINANCE/CHARTER**

- A. Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for the "3<sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event" to be held on April 1, 2017, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jesus R. Saenz, Director of Planning and Zoning]

- B. Discussion and Possible Action to Conduct An Inquiry into the Conduct of Councilmember Homer Jasso, Jr. as it Relates to Willful Violation of Article XVII, Section 2 of the City of Edinburg Charter Under the Authority of Article V, Section 11.
- C. Discussion and Possible Action Regarding Forfeiture of Office by Councilmember Homer Jasso, Jr. for Violation of Article XVII, Section 2 of the City of Edinburg Charter.

## **VII. AWARDING OF BIDS**

- A. Consider Awarding Bid No. 2017-67, Wastewater Plant Clarifier Rehabilitation, to American Water Services, LLC, in the Amount of \$159,500 and Authorize the City Manager to Enter into an Agreement Relating Thereto. [Arturo Martinez, Director of Utilities]
- B. Consider Awarding Bid No. 2017-71, Reconstruction of One (1) Residence – 500 East Peter, in the Housing Assistance Program to Quality Investments, in the Amount of \$57,499.99 and Authorize the City Manager to Enter into a Contract Relating Thereto. [Marissa Garza, Director of Community Development/Grants Management]
- C. Consider Awarding RFP 2017-013, Telecommunications, Data and Internet Services for City Hall and other City Departments to SmartCom Telephone, LLC and Authorize the City Manager to Negotiate and Enter into a Service Agreement for a Three year Term. [Leo Gonzales, Jr., Director of Information Technology]
- D. Consider Awarding RFP No. 2017-014, Police Service Weapons to GT Distributors, Inc., in the Amount of \$28,991.40. [David White, Chief of Police]
- E. Consider Authorizing the Purchase of One (1) SkyWatch Tower System from FLIR Detection, Inc., through the U.S. General Services Administration (GSA), in the Amount of \$128,209. [David White, Chief of Police]
- F. Consider Authorizing the Purchase of One (1) 2017 Ford Interceptor SUV from Silsbee Ford, through the Texas Local Government Purchasing Contract (BuyBoard), in the Amount of \$29,217.20. [David White, Chief of Police]
- G. Consider Authorizing the Purchase of Body Cameras and Auto DVD Burner from Coban Technologies, Inc., through the Houston Galveston Area Council (HGAC), in the Amount of \$36,470. [David White, Chief of Police]

## **VIII. CONTRACTUAL**

- A. Consider Rescinding the Interlocal Cooperation Agreement Approved on January 17, 2017 and Approve the Revised Interlocal Cooperation Agreement Between the County of Hidalgo Drainage District No. 1 and the City of Edinburg Concerning Certain Ditch Improvements to the Jackson Rd. Drainage Ditch and Authorizing the City Manager to Execute Agreement Relating Thereto. [Tomas D. Reyna, Director of Public Works]

## **IX. RESOLUTIONS**

- A. Consider Amending and Restating Resolution No. 2262 Authorizing the City Manager to Submit a Grant Application to the Office of the Governor, for the 2017 Law Enforcement Terrorist Prevention Activities (LEPTA), and Execute any Other Documents Related Thereto. [David White, Chief of Police]



- B. Consider Amending and Restating Resolution No. 2269 Authorizing the City Manager to Submit Grant Application to the Office of the Governor for the Body-Worn Camera Program and Execute any Other Documents Related Thereto. [David White, Chief of Police]
- C. Consider Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter Into an Advance Funding Agreement with the Texas Department of Transportation, and Authorizing the Commitment to Fund for the McIntyre Railroad Pedestrian Crossing Improvements and to Execute Such Agreement. [Ponciano Longoria, P.E., C.F.M., Director of Engineering]

## **X. APPOINTMENT**

- A. Discuss and Consider Appointment to the City Advisory Board and Committee for the Following:
  - 1. Edinburg Housing Authority Board, One Member (Mayor Appointed)

## **XI. WAIVER**

- A. Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Municipal Park Baseball Fields for "A Vision for You" Help Center for a Fundraiser to be Held on Saturday and Sunday, April 1 - 2, 2017 and Saturday and Sunday, June 3 - 4, 2017. [Richard M. Hinojosa, City Manager]

## **XII. BUDGET**

- A. Consider Transfers of Funds in the Fiscal Year 2016-2017 Budget Within the Following Accounts:
  - 1. General Fund: FROM Traffic Control TO Wearing Apparel, in the Amount of \$10,000. [Tomas D. Reyna, Director of Public Works]
  - 2. Los Lagos Golf Club Fund: FROM Rents & Contracts TO Machines & Equipment, in the Amount of \$7,000. [Jesus A. Garcia, Director of Golf]

## **XIII. EXECUTIVE SESSION**

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

- A. Discussion and Possible Action Regarding Legal Issues Concerning Tax Resale Waiver of Liens for Lot 20, Block 1, City of Lull, Edinburg, Hidalgo County, Texas. (§551.071. Consultation with Attorney; Closed Meeting)
- B. Discussion and Possible Action Regarding Legal Issues Concerning Cause No. C-4765-16-G; Royal Production Company, Inc. vs. City of Edinburg, Texas, et al; In the 370th Judicial District Court of Hidalgo County, Texas. (§551.071. Consultation with Attorney; Closed Meeting)
- C. Discussion and Possible Action Regarding Legal Issues Concerning Contract for Professional Judicial Services with Appointed Temporary Municipal Court Judges (§551.071. Consultation with Attorney; Closed Meeting)

## OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

## XIV. ADJOURNMENT

*I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on March 17, 2017 at 6:55p.m.*

By: 

Myra L. Ayala Garza, City Secretary  
City of Edinburg, Texas

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

### Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.



# PROCLAMATIONS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Presentation of Proclamations Recognizing:

1. March 22, 2017 as Small Business Development Center (SBDC) Day.
2. March 27-31, 2017 as National Boys & Girls Club Week.
3. April 15-22, 2017 as National Health Care Decision Week.

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

1. The Edinburg City Council would like to recognize Small Business Development Center (SBDC) Day. The University of Texas Rio Grande Valley (UTRGV) Small Business Development Center (SBDC) is a cooperative effort by the U.S. Small Business Administration, The University of Texas Rio Grande Valley, and public and private partners throughout deep South Texas. The UTRGV SBDC provides a wide array of management and technical assistance to business owners and entrepreneurs to strengthen business performance and sustainability.
2. National Boys & Girls Club Week showcases Boys & Girls Club as both a vital community-based organization and an active member of a dramatically growing Movement. This year's theme, Great Futures Start Here, demonstrates their commitment to youth developing into a well-rounded individual with plans for the future. National Boys & Girls Club Week will focus on three key outcome areas: Academic Success, Good Character and Citizenship, and Healthy Lifestyles.
3. The City of Edinburg is pleased to join the people of Hidalgo County and everyone associated with *La Conversacion Valiosa* in celebrating the week of April 16-22, 2017 as National Health Care Decision Week

**RECOMMENDATION:**

There will be no action taken.



**REVIEWED BY:**

**PREPARED BY:**

Clarice Y. Balderas,  
Administrative Assistant

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/Myra L. Ayala Garza

Myra L. Ayala Garza  
City Secretary

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**RECORD OF VOTE:**

**APPROVED**

**DISAPPROVED**

**TABLED**

**NO ACTION**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

# **NATIONAL SMALL BUSINESS DEVELOPMENT CENTER DAY MARCH 22, 2017**

**WHEREAS,** The University of Texas Rio Grande Valley (UTRGV) Small Business Development Center (SBDC) is a cooperative effort by the U.S. Small Business Administration, The University of Texas Rio Grande Valley, and public and private partners throughout deep South Texas; and,

**WHEREAS,** The UTRGV SBDC provides a wide array of management and technical assistance to business owners and entrepreneurs to strengthen business performance and sustainability; and,

**WHEREAS,** The UTRGV SBDC provides business training to meet the community's needs. It holds numerous seminars on business-related topics throughout the year in the Rio Grande Valley on an incredible array of topics, ranging from pre-business and growth planning to marketing, innovation, accounting, and management; and,

**WHEREAS,** Since 1986, the Texas Small Business Development Center Network has provided small business assistance in starting and growing Texas' small businesses. The year 2016 was a record year for Texas SBDC clients creating 14,692 jobs, access to capital of \$576M, new sales of \$1.3B, and general revenue generation to the Texas economy of \$152M; and,

**WHEREAS,** According to the U.S. Small Business Administration, 28 million small businesses in America account for 54% of all U.S. sales and since 1990, as big business eliminated 4 million jobs, small businesses added 8 million new jobs to the American economy; and,

**WHEREAS,** Small businesses and entrepreneurs are fundamental to the City of Edinburg's economy, contribute to the distinct culture of our community, and benefit from the support and training provided by The University of Texas Rio Grande Valley Small Business Development Center.

**NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY EDINBURG, TEXAS:** By the power vested in me by law, do Proclaim March 22, 2017 as

## **NATIONAL SMALL BUSINESS DEVELOPMENT CENTER DAY**

in the City of Edinburg, Texas.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this 21<sup>st</sup> day of March, 2017.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary





## NATIONAL BOYS & GIRLS CLUB WEEK

**WHEREAS,** The young people of Edinburg and surrounding communities are tomorrow's leaders; and,

**WHEREAS,** Many such young people need professional youth services to help them reach their full potential; and,

**WHEREAS,** There are eight (8) Boys & Girls Club sites in Edinburg & surrounding communities providing services to more than 18,000 young people annually; and,

**WHEREAS,** Boys & Girls Clubs are places where great futures start. They are at the forefront of efforts in academic success, healthy lifestyles, and good character and citizenship; and,

**WHEREAS,** Boys & Girls Club organizations in our state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and,

**WHEREAS,** Boys & Girls Clubs of Edinburg RGV will celebrate National Boys & Girls Club Week 2017 along with some four thousand Clubs and more than two million young people nationwide.

**NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS:** By the power vested in me by law, do hereby proclaim March 27 through March 31, 2017, as Boys & Girls Club Week in Edinburg, Texas. I call on all citizens to join with me in recognizing and commending the Boys & Girls Club organizations in our state for providing comprehensive, effective services to the young people in our communities.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 21<sup>st</sup> day of March, 2017.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**NATIONAL HEALTH CARE DECISION WEEK  
APRIL 16-22, 2017**

**WHEREAS,** The City of Edinburg is pleased to join the people of Hidalgo County and everyone associated with *La Conversacion Valiosa* in celebrating the week of April 16-22, 2017 as National Health Care Decision Week; and,

**WHEREAS,** The Institute of Medicine (2014) released *Dying in America: Improving Quality and Honoring Individual Preferences Near the End of Life* calling for an overhaul of today's end of life care; and,

**WHEREAS,** As a nation, although we have advanced in providing end of life care, we continue to fall short with studies repeatedly identifying lack of appropriate resource utilization for the chronic and terminally ill minority patients; and,

**WHEREAS,** Quality end of life is essential and must be consistent with the patient's unique values, goals and preferences across the lifespan; and,

**WHEREAS,** The Mexican American population in Texas is the second largest in the nation, accounting for 87% of the Hispanic population, and,

**WHEREAS,** Hidalgo County is comprised of 22 cities, a population of 842,304, and made up of approximately 91.2% Hispanic, and,

**WHEREAS,** Among minority groups, particularly Mexican Americans, advanced care planning is scarce and almost non-existent; and,

**WHEREAS,** With the increase in the Mexican American population, it is crucial to recognize that among ethnic and racial minorities, there is a higher incidence of serious illnesses and disparities in the quality of end of life care among this population; and,

**WHEREAS,** Advance directives (living wills and durable powers of attorney for healthcare) provide a method for patients to communicate to their healthcare providers what they want for themselves at the end of their lives; and,

**WHEREAS,** The delivery of culturally competent high quality care is vital when addressing end of life care; and,

**WHEREAS,** The Institute of Medicine emphasizes that all individuals should have the opportunity to actively participate in their healthcare decisions throughout their life span; and,

**WHEREAS,** Advanced care planning starts with a conversation; and,

**WHEREAS,** The process of communicating patient preferences should be initiated as early as possible in the course of the disease and be updated on an ongoing basis; and,

**WHEREAS,** the City of Edinburg, Texas hereby commends the leadership, advisory committee, sponsors, participants and all associated with *La Conversacion Valiosa* in Hidalgo County for this bold, life enriching, healing project and continuing work.

**NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY EDINBURG, TEXAS:** By the power vested in me by law, do Proclaim April 16-22, 2017 as

**NATIONAL HEALTH CARE DECISION WEEK**

in the City of Edinburg, Texas.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this 21<sup>st</sup> day of March, 2017.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary



# PRESENTATION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Presentation Regarding the City of Edinburg Pedestrian and Bicycle Master Plan by Halff & Associates.  
[Ponciano N. Longoria, P.E., C.F.M., Director of Engineering]

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**STAFF COMMENTS AND RECOMMENDATION:**

Halff & Associates will be presenting an update regarding the City of Edinburg Pedestrian and Bicycle Master Plan.

**RECOMMENDATION:**

There will be no action taken.

**REVIEWED BY:**

**PREPARED BY:**

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/ Ponciano N.  
Longoria, P.E., CFM  
Ponciano N. Longoria  
PE, CFM  
Director of Engineering

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

Richard Molina  
Councilmember

J. R.  
Betancourt  
Mayor Pro-  
Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember



# CITY OF EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN

## PROJECT FRAMEWORK MEETING







# PROJECT SCOPE

## BICYCLE AND PEDESTRIAN MASTER PLAN

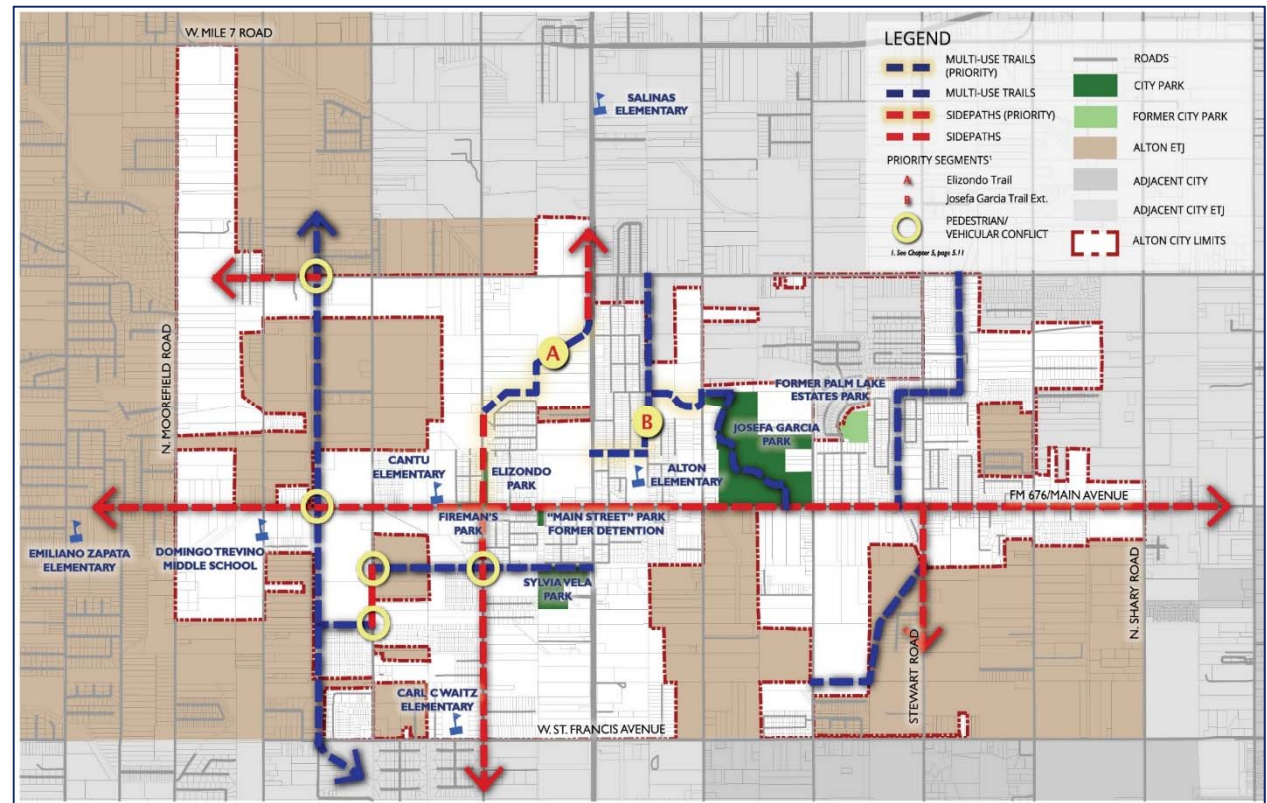




# PROJECT OUTCOMES

- **CITY-WIDE ACTIVE TRANSPORTATION NETWORK**

- On-street Bikeways
- Multi-use Trails
- Pedestrian Connections





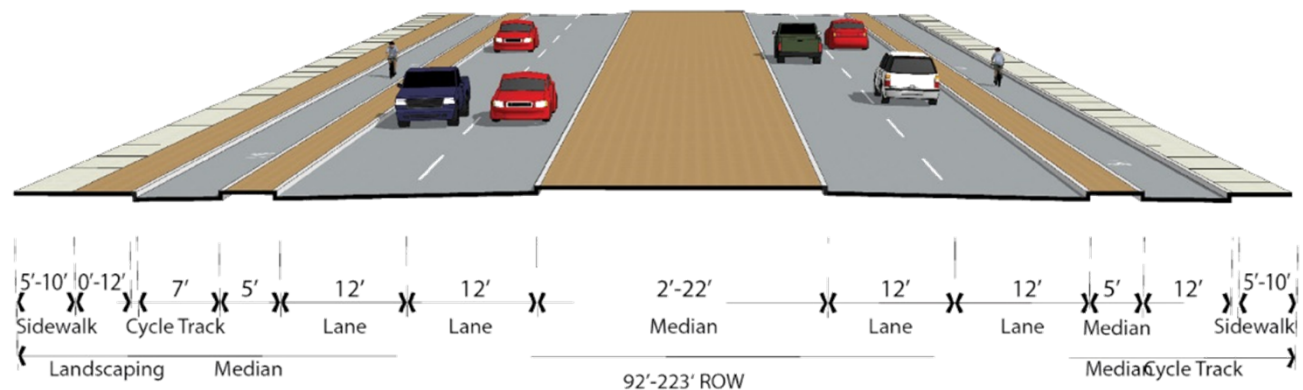
# PROJECT OUTCOMES

- **CITY-WIDE ACTIVE TRANSPORTATION NETWORK**

- On-street Bikeways
- Multi-use Trails
- Pedestrian Connections

- **FACILITY TOOLBOX**

- AASHTO & NACTO standards
- City of Edinburg 2014 Standards Manual





# PROJECT OUTCOMES

## • CITY-WIDE ACTIVE TRANSPORTATION NETWORK

- On-street Bikeways
- Multi-use Trails
- Pedestrian Connections


## • FACILITY TOOLBOX

- AASHTO & NACTO standards
- City of Edinburg 2014 Standards Manual

## • PRIORITIZED PROJECT LISTS

## • CAPITAL PROJECTS METHODOLOGY

**CITY OF BASTROP, TEXAS**  
CAPITAL IMPROVEMENTS PROGRAM



PROJECT TITLE (ID No.)													
Project Category: <i>Text</i>	Sub-category: <i>Text</i>												
Recommended by: <i>Text</i>	Responsible Dept.: <i>Text</i>												
Project Description/Location: <i>Text</i>													
Justification: <i>Text</i>													
<p><b>Qualifiers:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Can be funded fully/partially through non-municipal sources?</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Necessary to meet regulatory mandates?</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Requires completion of another project?</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Will additional resources/staff be required to operate/maintain the completed project?</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> </tbody> </table> <p>Notes: <i>Text</i></p>		Can be funded fully/partially through non-municipal sources?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Necessary to meet regulatory mandates?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Requires completion of another project?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Will additional resources/staff be required to operate/maintain the completed project?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Can be funded fully/partially through non-municipal sources?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>											
Necessary to meet regulatory mandates?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>											
Requires completion of another project?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>											
Will additional resources/staff be required to operate/maintain the completed project?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>											
Hold for Map or Picture													

Estimated Project Cost(s)	Yr 16/17	Yr 17/18	Yr 18/19	Yr 19/20	Yr 20/21	Yr 21/22	TOTAL
Acquisitions (ROW/Easements/Land)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction (+10%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Cost Notes: *Text*

Funding Source(s)	Yr 16/17	Yr 17/18	Yr 18/19	Yr 19/20	Yr 20/21	Yr 21/22	TOTAL
Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CO Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GO Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Source(s)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Funding Source Notes: *Text*

<b>Funding Surplus/(Deficit)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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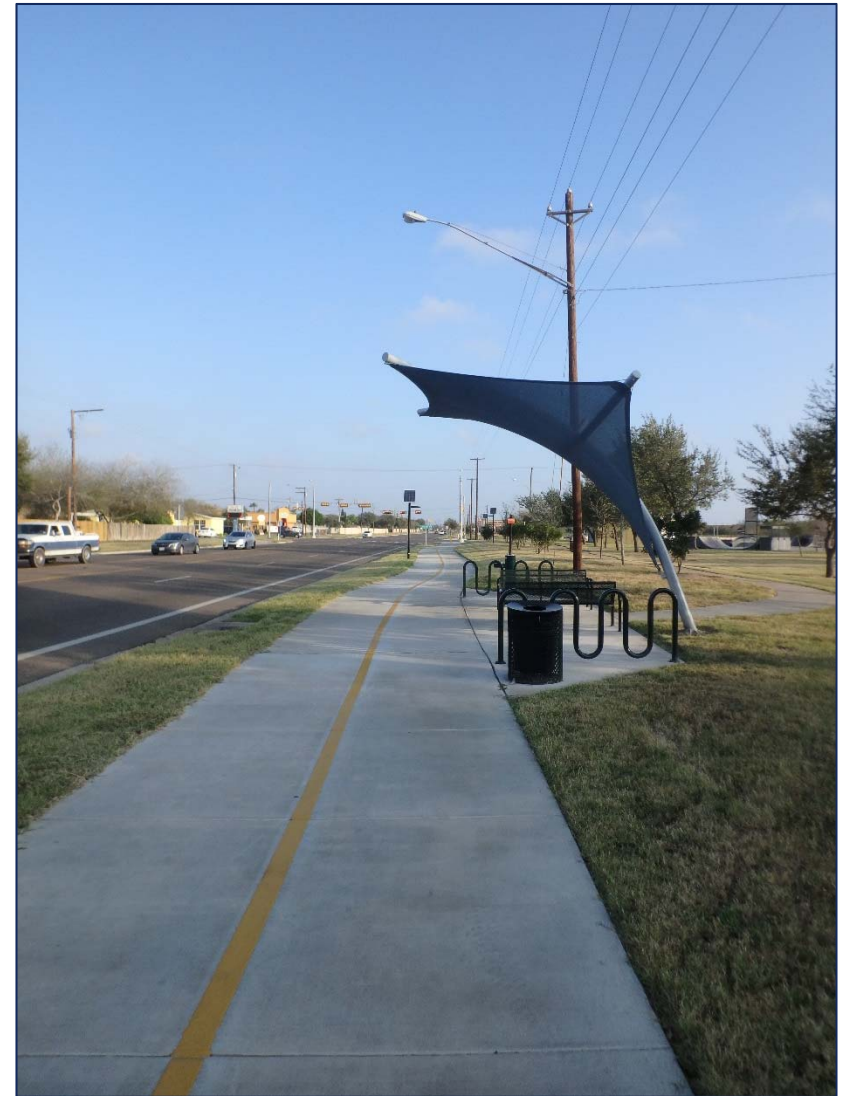






## PROJECT SCOPE

- **FOCUS ON PRINCIPAL BICYCLE AND PEDESTRIAN CORRIDORS.**
- **EMPHASIS ON THE BICYCLE AND SHARED-USE NETWORKS.**
- **PLAN FOCUS ON FACILITIES (INFRASTRUCTURE) AS OPPOSED TO PROGRAMS (NON-INFRASTRUCTURE)**





# GOALS AND OBJECTIVES

**THE GOAL OF THE EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN IS TO TRANSFORM THE CITY'S TRANSPORTATION NETWORK INTO A MULTI-MODAL SYSTEM WHICH PROVIDES SAFE AND CONVENIENT BICYCLE AND PEDESTRIAN ACCESS TO DESTINATIONS THROUGHOUT THE CITY.**

ENHANCE AND EXPAND EDINBURG'S EXISTING SYSTEM OF PEDESTRIAN FACILITIES TO PROVIDE GREATER CONNECTIVITY TO KEY DESTINATIONS THROUGHOUT THE CITY.

1

ESTABLISH A NETWORK OF ON-STREET AND OFF-STREET BICYCLE FACILITIES THAT WILL CONNECT USERS TO KEY DESTINATIONS THROUGHOUT EDINBURG.

2

DEVELOP BICYCLE AND PEDESTRIAN FACILITY DESIGN AND CONSTRUCTION STANDARDS THAT RESULT IN SAFE, HIGH QUALITY, AND CONTEXT-SENSITIVE ACTIVE TRANSPORTATION INFRASTRUCTURE.

3

PRIORITIZE AND CONSTRUCT A SYSTEM OF BICYCLE AND PEDESTRIAN FACILITIES THAT PROVIDE INCREASED MOBILITY AND RECREATIONAL OPPORTUNITIES.

4

DEVELOP SAFETY, ENFORCEMENT, ENCOURAGEMENT, AND PLANNING PROGRAMS, PRACTICES, AND PARTNERSHIPS THAT SUPPORT BICYCLE AND PEDESTRIAN INFRASTRUCTURE INVESTMENTS.

5





# NETWORK DEVELOPMENT













## BICYCLE AND PEDESTRIAN MASTER PLAN





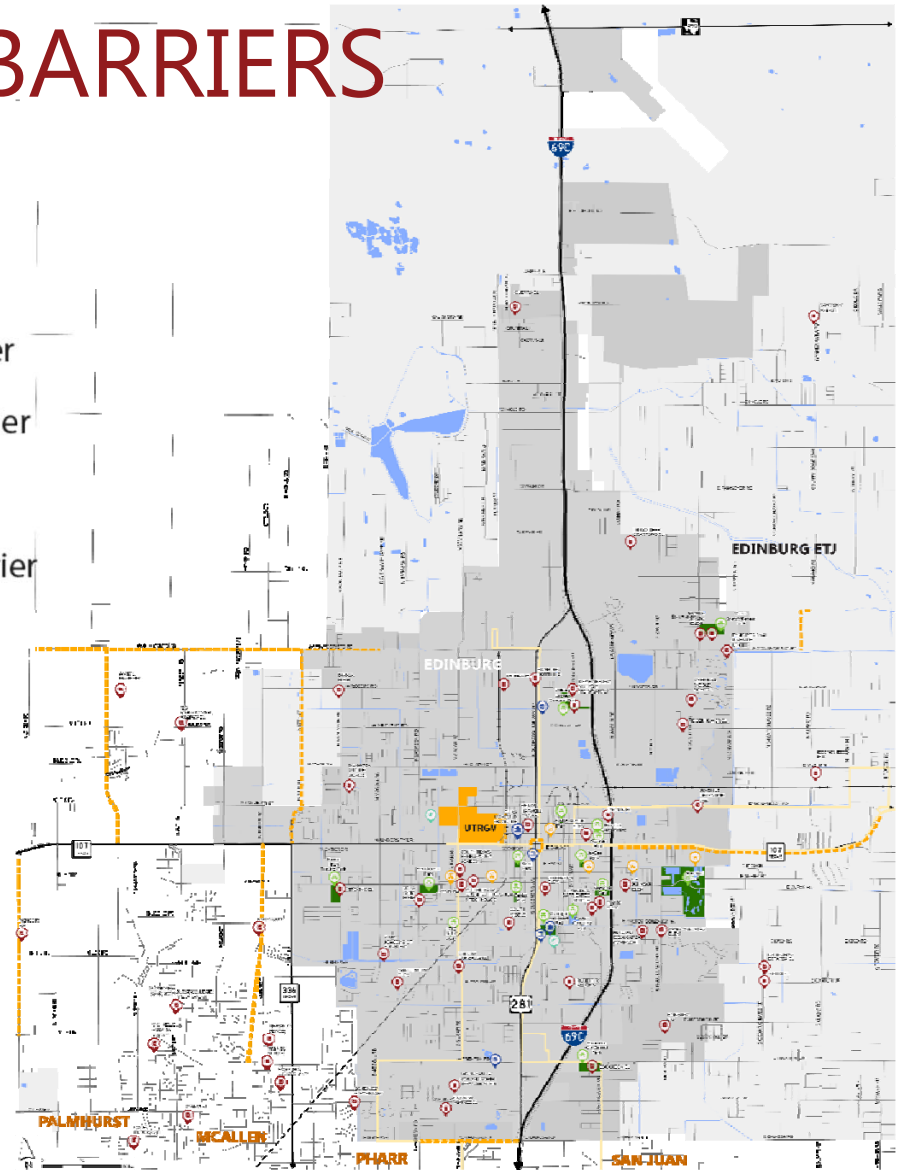
# DESTINATIONS AND BARRIERS

## Destinations:

-  Athletics
-  Housing/Apartments
-  Health and Human Services
-  Public Buildings
-  Schools
-  Parks
-  Shopping and Entertainment
-  Cultural Facilities
-  Valley Metro Bus Stops
-  McAllen Metro Bus Stops
-  Heritage
-  Employment

## Barriers:

-  Rail Lines Barrier
-  Waterways Barrier
-  Intersection Barrier
-  Highway Barrier
-  Broken Links Barrier

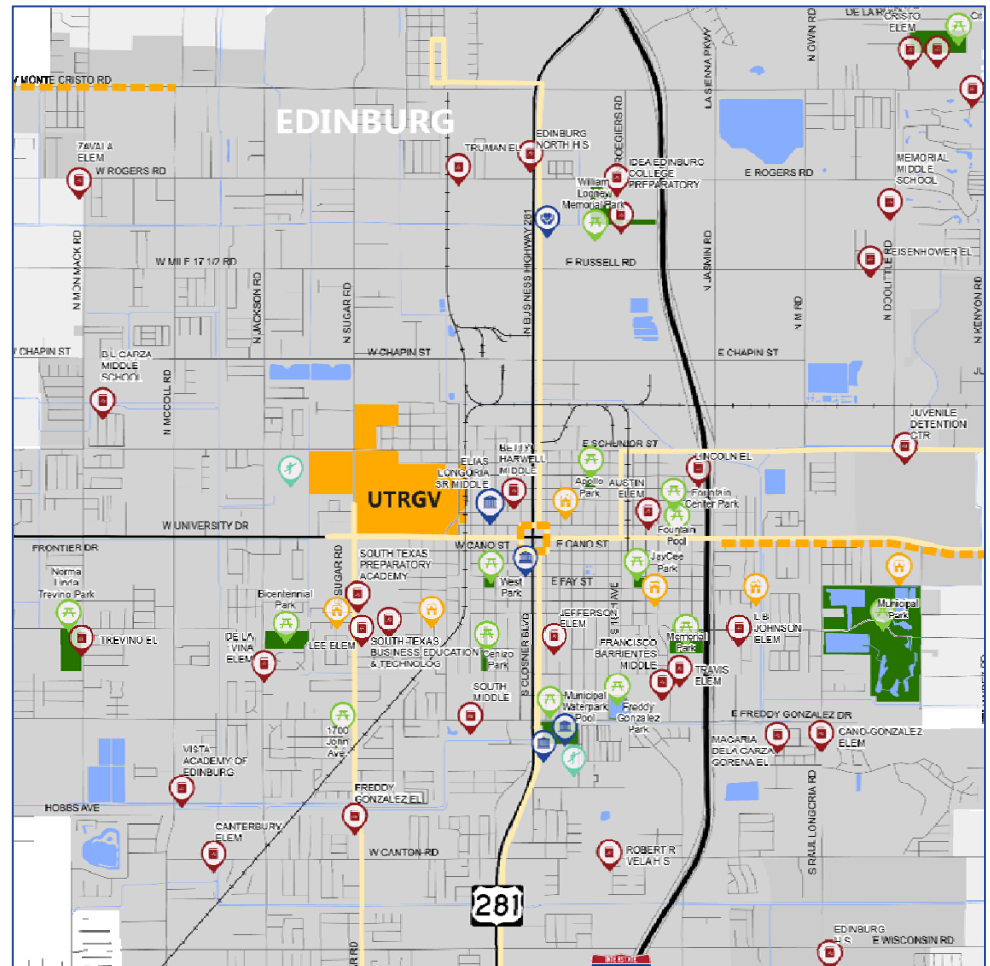






# ACTIVITY CONCENTRATIONS

- **BICYCLE AND PEDESTRIAN FACILITY PLACEMENT**
- **“COMMUNITY BENEFIT” PROJECT CRITERIA**





# PUBLIC INPUT

## BICYCLE AND PEDESTRIAN MASTER PLAN





## PUBLIC INPUT

### • STAKEHOLDER MEETINGS

- Visioning Meetings (2)
- Optional Meetings (2)



February 8, 2017

Dear Stakeholder:

The City of Edinburg is hosting a series of stakeholder listening sessions ("focus groups"), as we initiate work on the City's first bicycle and pedestrian master plan. Listening sessions will be facilitated by Halff Associates, Inc. - our planning consultant - to inform the development of a city wide active transportation network that can be conveniently utilized by city residents of varying ages, abilities, and interests. Your participation ensures that our consultants hear from a cross section of the community's public and private leadership early in the planning process as we identify and prioritize bicycle and pedestrian network enhancements in Edinburg for the next five (5) to 10 years.

Through these informal sessions, our consultants will receive valuable feedback on current bicycle and pedestrian issues, opportunities, needs, and priorities in Edinburg. They will listen for common themes and unique insights based on the observations and opinions of some of our most knowledgeable residents and leaders. Your awareness of our community's major transportation assets and challenges is needed.

Three (3) small group sessions will be convened on February 14 and 15 in the **Dustin Michael Sekula Memorial Library (1906 S. Clossner Blvd)**. Each stakeholder listening session will last approximately 90 minutes. **We invite you to attend the listening session beginning at 1:30 pm on February 14**, which will include representatives from the following organizations or interests (listed in random order; not exclusive):

- City Council & Appointed Board Members;
- UTRGV and other Higher Education;
- TxDOT District Office;
- Edinburg Consolidated ISD and PTDC;
- Hidalgo County MPO and other Transportation Planning;
- Public Health Agencies;
- Valley Metro and Other Transportation Providers;
- Parks and Recreation Providers;
- Drainage and Irrigation Districts;
- Affordable Housing and other Public Service Providers;
- Hidalgo County Precinct 4;
- Bicycle and Pedestrian Advocacy Organizations;
- Economic Development, Chambers of Commerce;

We hope that you or your designee are able to participate in this very important community planning project. If you are unable to participate in this activity on the date and time listed above other public involvement activities will occur in the coming months. If you have questions about this invitation or would like to inquire about attending a session at an alternative date or time, please contact Ponciano Longoria, P.E., C.F.M., Director of Engineering, at (956) 388 8211. Thank you for your interest in the future of Edinburg.

Sincerely,



Ponciano N. Longoria, P.E., C.F.M., Director of Engineering

Attachment - Invitation



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111





# PUBLIC INPUT

- **PUBLIC OPEN HOUSES**
  - Visioning (2)
    - Goals and objectives
    - Preferred destinations
    - Facility preferences
  - Recommendations
    - Proposed active transportation network
    - Priority projects

**#1**

**CITY OF EDINBURG**  
Bicycle and Pedestrian Master Plan

Thank you for attending the  
**PUBLIC OPEN HOUSE**  
for the **City of Edinburg**  
Bicycle and Pedestrian Master Plan

**YOUR FEEDBACK IS VERY IMPORTANT**  
to assist us in developing the future of bicycle and pedestrian infrastructure in the City of Edinburg.

There is no “official” beginning or end (or presentation) since this is an open house format. You can give your input as you walk around to each table. City of Edinburg staff and representatives from Halff Associates are here to assist you.

PUBLIC OPEN HOUSE, FEBRUARY 2017







# PUBLIC INPUT

- **ON-LINE SURVEYS**
  - Three themes:
    - Destinations and barriers
    - Facility preferences
    - Master plan recommendations
  - English and Spanish


**YOUR OPINION MATTERS! PLEASE TAKE THE ONLINE COMMUNITY SURVEY FOR THE  
CITY OF EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN**

All who live in Edinburg are invited to take a survey regarding the future of the bicycle and pedestrian facilities in Edinburg!

Please take the **DESTINATIONS AND BARRIERS** survey at:  
<https://www.surveymonkey.com/r/WKCFLOH>

Survey will be available until **MARCH 31ST.**

The **DESTINATIONS AND BARRIERS** survey will be the first of a series of public input surveys for the City of Edinburg Bicycle and Pedestrian Master Plan.

 For more information contact the City of Edinburg at: (956) 388-8204

**¡SU OPINION IMPORTA! POR FAVOR TOME UNA ENCUESTA EN LINEA PARA LA  
CIUDAD DE EDINBURG PLAN MAESTRO DE CICLISMOS Y PEATONAL**

Todos los que residen en Edinburg están invitados a tomar una encuesta en referencia a las futuras instalaciones del ciclismo y peatonal en Edinburg!

Por favor, tome la encuesta de **DESTINOS Y BARRERAS** en:  
<https://www.surveymonkey.com/r/WKCFLOH>

La encuesta estará disponible hasta **31 de marzo.**

La encuesta de **DESTINACIONES Y BARRERAS** será la primera de una serie de encuestas de entrada pública para la Ciudad de Edinburg de Plan Maestro de Ciclismo y Peatonal

 Para más información favor de contactar la City of Edinburg at: (956) 388-8204





# PRELIMINARY FINDINGS

- **124 SURVEY RESPONDENTS**
  - Q2: "Would like to rely on car less." (82% agree/strongly agree)
  - Q4: Preferred pedestrian improvements:
    - Make intersections safer.
    - Add more sidewalks to fill in gaps.
  - Q11: Prevents bicycle use:
    - Don't feel safe.
    - No lanes, trails, paths.





# FACILITIES AND PROJECTS

## BICYCLE AND PEDESTRIAN MASTER PLAN







# BIKEWAY NETWORK PARAMETERS

- **LEVEL OF COMFORT**
- **NETWORK TYPE**
  - Urban
  - Suburban
  - Off-street
- **FACILITY CLASS**
  - Combined
  - Designated
  - Separated
  - Off-street





# BIKEWAY NETWORK PARAMETERS

- **LEVEL OF COMFORT**
- **NETWORK TYPE**
  - Urban
  - Suburban
  - Off-street
- **FACILITY CLASS**
  - Combined
  - Designated
  - Separated
  - Off-street

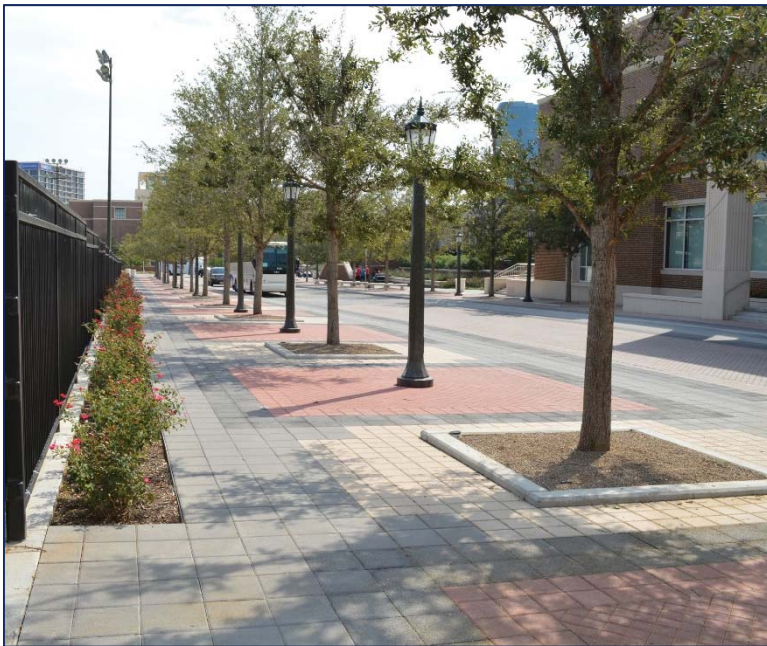






# PEDESTRIAN NETWORK PARAMETERS

- **SAFE, COMFORTABLE, ACCESSIBLE**





# PROJECT PRIORITIZATION

## COMMUNITY BENEFIT CRITERIA

CATEGORY	DESCRIPTION
<b>Connectivity - Housing</b>	The project will provide a direct connection between one or more multi-family housing development (affordable or market rate), and community destinations (other than schools or parks).
<b>Connectivity - School/Park</b>	The project will provide a safe and direct route from one or more residential areas, to schools and parks.
<b>Connectivity - Community Destinations</b>	The project will provide a safe and direct route from one or more residential areas, to schools and parks.
<b>Connectivity - System</b>	The project will extend an existing pedestrian facility or provide linkages between dispersed segments of the existing pedestrian network.
<b>Safety</b>	The project boundaries include locations where one (1) or more injury accident involving a pedestrian has been reported within the last three (3) calendar years.
<b>System Maintenance and Accessibility</b>	The project improves an existing pedestrian facility, particularly enhancing handicapped accessibility.





# PROJECT PRIORITIZATION

## PROJECT FEASIBILITY CRITERIA

### CATEGORY

### DESCRIPTION

#### Corridor Availability

The project may be accommodated within existing rights-of-way or easements.

#### Cost

The cost of the projected facility falls within one (1) of three (3) affordability thresholds as defined by the City of Edinburg.

#### Cost Sharing

The project can/will be fully or partially funded through non-municipal sources such as private development funds, grants, agency donations, and other external sources.

#### Multi-modal Solution

The project includes, or is proposed in conjunction with, programmed bicycle and/or transit facility enhancements.

#### Project Leveraging

The project may be coupled with, or incorporated into, a traffic capacity and/or rehabilitation project programmed at the location.





# PROJECT CONSIDERATIONS

- **METHOD FOR GROUPING PROJECTS**
- **PROJECT COVERAGE (DISTANCE)**
- **PROGRAMMATIC PROJECTS (ANNUAL MAINTENANCE FUND)**

## COMMUNITY BENEFIT CRITERIA

CATEGORY	DESCRIPTION
Connectivity - Housing	The project will provide a direct connection between one or more multi-family housing development (affordable or market rate), and community destinations (other than schools or parks).
Connectivity - School/Park	The project will provide a safe and direct route from one or more residential areas, to schools and parks.
Connectivity - Community Destinations	The project will provide a safe and direct route from one or more residential areas, to schools and parks.
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Safety	The project boundaries include locations where one (1) or more injury accident involving a pedestrian has been reported within the last three (3) calendar years.
System Maintenance and Accessibility	The project improves an existing pedestrian facility, particularly enhancing handicapped accessibility.

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CATEGORY	DESCRIPTION
Corridor Availability	The project may be accommodated within existing rights-of-way or easements.
Cost	The cost of the projected facility falls within one (1) of three (3) affordability thresholds as defined by the City of Edinburg.
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Multi-modal Solution	The project includes, or is proposed in conjunction with, programmed bicycle and/or transit facility enhancements.
Project Leveraging	The project may be coupled with, or incorporated into, a traffic capacity and/or rehabilitation project programmed at the location.







# Questions

Robert Saenz, PE, CFM, PMP  
**VICE PRESIDENT/PROJECT MANAGER**

[rsaenz@halff.com](mailto:rsaenz@halff.com)

Christian F. Lentz, AICP  
**DEPUTY PROJECT MANAGER**

[clentz@halff.com](mailto:clentz@halff.com)

Raul Garcia, PE, CFM  
**SENIOR ASSOCIATE**

[rgarcia@halff.com](mailto:rgarcia@halff.com)

Jill Baumgartner  
**PLANNER/LANDSCAPE DESIGNER**

[jbaumgartner@halff.com](mailto:jbaumgartner@halff.com)



# ORDINANCE/CHARTER

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for the “3<sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” to be held on April 1, 2017, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jesus R. Saenz, Director of Planning and Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The applicant is requesting a Temporary Special Use Permit for the “3<sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” and Waiver of Fees to be held Saturday, April 1, 2017 at the Edinburg Municipal Park. It is noted this is the third year this event is being held in Edinburg.

The event will start at 12:00 noon and end at approximately 10:00 p.m. This request is being coordinated with several City departments including Fire, Parks and Recreation, Police, Public Works, Solid Waste, and World Birding Center Departments.

**RECOMMENDATION:**

The Planning and Zoning staff recommends Approval of the Temporary Special Use Permit and Waiver of Fees for the “3<sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” to be held on April 1, 2017 at the Edinburg Municipal Park. If approved the applicant will need to comply with the all City requirements for this event.

**REVIEWED BY:**

**PREPARED BY:**

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/ Jesus R. Saenz  
Jesus R. Saenz  
Planning and Zoning  
Director

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

Richard Molina  
Councilmember

J. R.  
Betancourt  
Mayor Pro-  
Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember



February 3, 2017

Mr. Richard Hinojosa  
The City of Edinburg  
415 W. University Dr.  
Edinburg, Texas 78539

Dear Mr. Hinojosa:

Team Mario is hosting its 3<sup>rd</sup> Superheroes 5K Run for Autism and Buddy Fun Walk at the Edinburg Municipal Park on Saturday, April 1, 2017. The 5k Run will be within the park and so will the Buddy Fun Walk. We plan on utilizing the two pavilions for the event.

Team Mario is a 501(c)(3) non-profit organization dedicated to serving children and families affected with Autism Spectrum Disorder (ASD). Autism is the fastest growing developmental disability in the United States, affecting 1 in 68 children and it's our goal to serve as many children in our community.

We are hosting this event in April in honor of Autism Awareness Month and hope to promote autism awareness in the community while raising funds necessary to help us with our mission. Proceeds from the event will be used to fund our summer programs including Summer Camp at the University of Texas Rio Grande Valley and to help support our monthly social skills events in the community

Enclosed please find a Sponsorship Packet that has more information about our organization, including information on events we have held.

We are asking for your support in making this event possible. We are asking for your continued support to help make this event possible. We are requesting the City of Edinburg to provide the park, pavilions and necessary services as needed for the event. Any assistance the city can provide will be greatly appreciated.

Thank you in advance for your consideration and support. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Melinda Moreno', with a stylized flourish at the end.

Melinda Moreno  
Executive Director

**MEETING DATES:**  
**CITY COUNCIL – 3/21/17**  
**DATE PREPARED – 3/9/17**

**STAFF REPORT**  
**GENERAL INFORMATION**

<b><u>APPLICATION:</u></b>	Temporary Special Use Permit for the “3 <sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” and Waiver of Fees
<b><u>APPLICANT:</u></b>	Melinda Moreno
<b><u>AGENT:</u></b>	N/A
<b><u>LEGAL:</u></b>	The South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey
<b><u>LOCATION:</u></b>	714 South Raul Longoria Road
<b><u>LOT/TRACT SIZE:</u></b>	N/A
<b><u>CURRENT USE OF PROPERTY:</u></b>	Vacant
<b><u>PROPOSED USE OF PROPERTY:</u></b>	Fun Walk and Run
<b><u>EXISTING LAND USE/ ADJACENT ZONING:</u></b>	North – Apart.; Urban Residential (UR) District South – Vac.; Suburban Residential (S) District East – Residential; Suburban Residential (S) District West– Outside City Limits
<b><u>LAND USE PLAN DESIGNATION:</u></b>	N/A
<b><u>ACCESS AND CIRCULATION:</u></b>	This property has access onto Sprague Street, a two (2) lane collector roadway and Raul Longoria Road four (4) lane divided roadway
<b><u>PUBLIC SERVICES:</u></b>	Public utilities serve the site.
<b><u>RECOMMENDATION:</u></b>	Staff recommends approval of the temporary special use permit. A comprehensive evaluation is on the following page(s).



**TEMPORARY SPECIAL USE PERMIT  
SUPERHERO 5K AND BUDDY FUN WALK AUTISM AWARENESS EVENT**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is staff's evaluation and conditions for approval of this application.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday      April 1<sup>st</sup>      12:00 noon to 10:00 p.m.

**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**

2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences. Speakers will be facing northeast, away from the World Birding Center.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

**ATTACHMENTS:** Aerial Photo  
Hold Harmless Agreement  
Ordinance

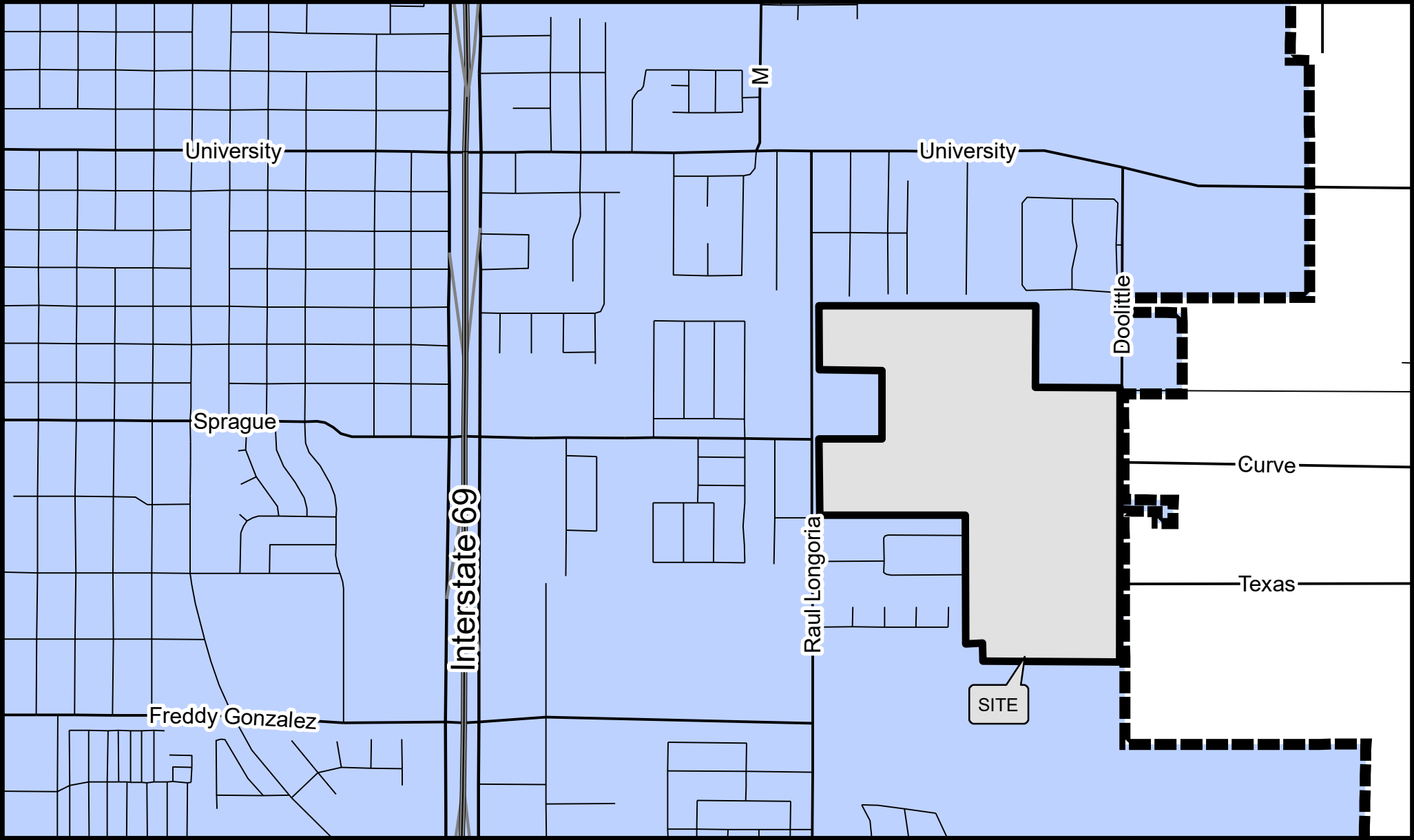




**Legend**  
 City Limits

# EDINBURG MUNICIPAL PARK





EDINBURG MUNICIPAL  
PARK

**STATE OF TEXAS**

§

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 21<sup>st</sup> day of March, 2017, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Team Mario, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

Team Mario shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the Temporary Special Use Permit granted March 21, 2017 for The “3<sup>rd</sup> Annual “Superhero 5K and Buddy Fun Walk Autism Awareness Event” to be held on Saturday, April 1, 2017, at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas. Team Mario shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a Temporary Special Use Permit on March 21, 2017, for the “3<sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” on Saturday, April 1, 2017, at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Hidalgo County, Texas.

**EXECUTED** this the 21<sup>st</sup> day March, 2017.

**CITY OF EDINBURG**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager

**PALACIOS, GARZA & THOMPSON, P.C.**

**TEAM MARIO**  
**Indemnitor**

By: \_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Melinda Moreno, Executive Director



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “3<sup>RD</sup> ANNUAL SUPERHERO 5K AND BUDDY FUN WALK AUTISM AWARENESS EVENT” AND WAIVER OF FEES, TO BE HELD SATURDAY, APRIL 1, 2017, AT THE EDINBURG MUNICIPAL PARK, BEING THE SOUTH HALF OF LOT 11, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, Team Mario has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the “3<sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” and Waiver of Fees to be held on Saturday, April 1, 2017; and,

**WHEREAS**, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

**WHEREAS**, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION I. AUTHORITY OF LAW:** All requirements of the law have been met in the passing of this Ordinance.

**SECTION II.** That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Team Mario for the “3<sup>rd</sup> Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” and Waiver of Fees to be held at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, being the south half of Lot 11, Section 268, Texas-Mexican Railway Company Survey with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are Saturday, April 1, 2017 from 12:00 noon to 10:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
4. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
5. **Security Services:** Security services are to be provided by city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences. Speakers will be facing northeast, away from the World Birding Center.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A Temporary health permit for food vendors must be obtained through the Code Enforcement Division.

**SECTION III. REPEALER CLAUSE:** This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

**SECTION IV. SAVINGS CLAUSE:** If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

**SECTION V. PUBLICATION AND EFFECTIVE DATE:** This Ordinance shall take effect immediately upon its passage and publication according to law.

**SECTION VI. CODIFICATION:** That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VII. WAIVER CLAUSE:** This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21<sup>st</sup> day of March, 2017.

**CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

By: \_\_\_\_\_  
City Attorney

JRS/rlg-ordinances/sup-3<sup>rd</sup> annual superhero 5k and buddy fun walk autism awareness event - 03-21-17

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Discussion and Possible Action to Conduct An Inquiry into the Conduct of Councilmember Homer Jasso, Jr. as it Relates to Willful Violation of Article XVII, Section 2 of the City of Edinburg Charter Under the Authority of Article V, Section 11.

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

For Fiscal Year 2015-2016, the City of Edinburg advertised for tire recycling bids on October 2, 2015 and October 9, 2015 in the Monitor. Two bids were opened and after review of bids submitted, the bid was awarded to Santa Anita Reclamation LLC. For Fiscal Year 2016-2017, the City of Edinburg advertised bids on September 16, 2016 and September 23, 2016 in the Monitor. Two bids were opened and after review of bids submitted, the bid was awarded to Santa Anita Recycling LLC.

Tire recycling bids have historically come in less than the \$15,000 and are based on cost per tire or bulk collection by weight basis. As per the City of Edinburg Procurement Policy, bids submitted to the City must meet general requirements outlined in the City's procurement manual. Bids under \$15,000 do not require City Council Approval. Concerning the bids awarded for tire recycling services, the City paid Santa Anita Reclamation LLC \$14,401.37 in fiscal year 2015-2016 and Santa Anita Recycling LLC was paid \$4,233.38 in fiscal year 2016-2017. Santa Anita Recycling bid was terminated by the City on February 10, 2017.

**RECOMMENDATION:**

The City Council will conduct inquiry as specified in Section V. Section 11 of the City of Edinburg Charter.

**REVIEWED BY:**

**PREPARED BY:**

Â

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/ Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**


\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



VENDOR NO. 44271

CHECK DATE 07/28/2016 CK. NO. 91410

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
2D	04/13/16	PO#160484	7808.85	0.00	7808.85
SANTA ANITA RECYCLING LLC			7808.85	0.00	7808.85

7/28/16  
no reissue - manual  
ck as per sum -  
for 7/28/16 instead  
of 7/29/16.

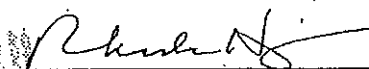
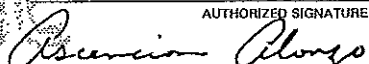
CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

 THE CITY OF  
**EDINBURG**FINANCE DEPARTMENT  
P.O. BOX 1079  
EDINBURG, TEXAS 78540Lone Star National Bank  
Edinburg, Texas

CHECK DATE	CHECK NO.
07/28/2016	91410

AMOUNT
\$7,808.85

PAY SEVEN THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND 85 CENTS

TO THE ORDER OF  
SANTA ANITA RECYCLING LLC  
25385 F.M. 1017  
LINN, TX 78563  
AUTHORIZED SIGNATURE  
  
AUTHORIZED SIGNATURE  
City Manager  
Director of Finance

2/13/2017

ENDOR NO. 44271

CHECK DATE 07/01/2016 CK. NO. 90337

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
2016-6-2-01	06/21/161)	6000 TIRES DISP	524.61	0.00	524.61
2016-6-21-01	06/21/161)	6000 TIRES DISP	747.76	0.00	747.76
SANTA ANITA RECLAMATION PROJECT, LLC			1272.37	0.00	1272.37

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

THE CITY OF  
**EDINBURG**FINANCE DEPARTMENT  
P.O. BOX 1079  
EDINBURG, TEXAS 78540

CHECK DATE

07/01/2016

CHECK NO.

90337

Long Star National Bank  
Edinburg, Texas

AMOUNT

\$1,272.37

PAY ONE THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND 37 CENTS

SANTA ANITA RECLAMATION PROJECT, LLC  
PO BOX 354  
LINN, TX 78563TO THE  
ORDER  
OF

AUTHORIZED SIGNATURE

City Manager

AUTHORIZED SIGNATURE

Director of Finance

Page 53

RUB RED IMAGE - DISAPPEARS WITH HEAT

SEE BACK FOR ARTIFICIAL WATERMARK

Security Features Included FD Details on back

THE CITY OF		Lone Star National Bank	
EDINBURG		Edinburg, Texas	
FINANCE DEPARTMENT P.O. BOX 1079 EDINBURG, TEXAS 78840		CHECK DATE 07/01/2016	CHECK NO. 90387
		AMOUNT \$1,272.37	
PAY TO THE ORDER OF ONE THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND 37 CENTS			
SANTA ANITA RECLAMATION PROJECT, INC. PO BOX 354 LYNN, TX 78563			
		City Manager Director of Finance	

009198820

THE CITY OF EDINBURG  
FINANCE DEPARTMENT  
P.O. BOX 1079  
EDINBURG, TEXAS 78840

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DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

OR NO. 44271

CHECK DATE 08/26/2016 CK. NO. 92675

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
08042016_3_CEO_	08/04/16	6000 TIRES DISP	5320.15	0.00	5320.15
SANTA ANITA RECYCLING LLC			5320.15	0.00	5320.15

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

THE CITY OF  
**EDINBURG**

FINANCE DEPARTMENT  
P.O. BOX 1079  
EDINBURG, TEXAS 78540

Lone Star National Bank  
Edinburg, Texas

CHECK DATE	CHECK NO.
08/26/2016	92675

AMOUNT
\$5,320.15

PAY FIVE THOUSAND THREE HUNDRED TWENTY DOLLARS AND 15 CENTS

SANTA ANITA RECYCLING LLC  
25385 F.M. 1017  
LINN, TX 78563

TO THE  
ORDER  
OF



*[Signature]*  
AUTHORIZED SIGNATURE

City Manager

*[Signature]*  
AUTHORIZED SIGNATURE

Director of Finance



Page 56

VENDOR NO.

44271

CHECK DATE 11/04/2016

CK. NO. 95328

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
30	08/22/16		524.61	0.00	524.61
49	09/01/16		82.25	0.00	82.25
94	10/18/16	PO 186542	426.52	0.00	426.52
SANTA ANITA RECYCLING LLC			1033.38	0.00	1033.38

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

THE CITY OF  
**EDINBURG**

FINANCE DEPARTMENT  
P.O. BOX 1079  
EDINBURG, TEXAS 78540

CHECK DATE	CHECK NO.
11/04/2016	95328

Lone Star National Bank  
Edinburg, Texas

AMOUNT
\$1,033.38

PAY

ONE THOUSAND THIRTY THREE DOLLARS AND 38 CENTS

TO THE  
ORDER  
OF

SANTA ANITA RECYCLING LLC  
25385 F.M. 1017  
LINN, TX 78553

*[Signature]*  
AUTHORIZED SIGNATURE

City Manager

*[Signature]*  
AUTHORIZED SIGNATURE

Director of Finance

RUB RED IMAGE...DISAPPEARS WITH HEAT

Page 57  
SEE BACK FOR ARTIFICIAL WATERMARK

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CHECK DATE		CHECK NO.	AMOUNT
11/04/2016		95328	\$1,033.38

**THE CITY OF EDINBURG**  
FINANCE DEPARTMENT  
P.O. BOX 1079  
EDINBURG, TEXAS 78540

**PAY** ONE THOUSAND THIRTY-THREE DOLLARS AND 38 CENTS

**TO THE ORDER OF** SANTA ANITA RECYCLING, LLC  
25385 F.M. 1017  
LINN, TX 78563

*[Signature]* City Manager  
*[Signature]* Director of Finance  
AUTHORIZED SIGNATURE

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11/09/16 009015000075970 ROUTING NUMBER

EXCHANGE NAME  
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THE SECURITY FEATURES INCLUDED WITHIN THIS CHECK EXCEED INDUSTRY STANDARDS

SECURITY FEATURES:  
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 2. VOID PROTECTION  
 3. WATERMARK  
 4. SECURITY THREAD  
 5. INKJETS  
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VENDOR NO. 44271

CHECK DATE 12/02/2016 CK. NO. 96241

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
132	11/15/16	8 53' TRAILER O	1600.00	0.00	1600.00
SANTA ANITA RECYCLING LLC			1600.00	0.00	1600.00

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

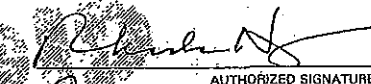
THE CITY OF  
**EDINBURG**FINANCE DEPARTMENT  
P.O. BOX 1079  
EDINBURG, TEXAS 78540

CHECK DATE	CHECK NO.
12/02/2016	96241

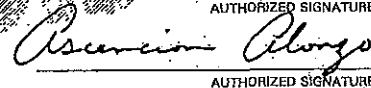
Lone Star National Bank  
Edinburg, Texas

AMOUNT
\$1,600.00

PAY ONE THOUSAND SIX HUNDRED DOLLARS AND 00 CENTS

SANTA ANITA RECYCLING LLC  
25385 F.M. 101  
LINN, TX 78563TO THE  
ORDER  
OF  
AUTHORIZED SIGNATURE

City Manager

  
AUTHORIZED SIGNATURE

Director of Finance

RUB RED IMAGE - DISAPPEARS WITH HEAT

SEE BACK FOR ARTIFICIAL WATERMARK

⑈096241⑈ ⑆114911687⑆ ⑈71017984⑈

[illegible]



ENDOR NO. 44271

CHECK DATE 01/27/2017 CK. NO. 97797

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
195	01/20/17	8 53' TRAILER O	1600.00	0.00	1600.00
SANTA ANITA RECYCLING LLC			1600.00	0.00	1600.00

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

**THE CITY OF EDINBURG**  
 FINANCE DEPARTMENT  
 P.O. BOX 4079  
 EDINBURG, TEXAS 78540

CHECK DATE: 01/27/2017 CHECK NO.: 97797

LONG STAR NATIONAL BANK  
 Edinburg, Texas

AMOUNT: \$1,600.00

PAY ONE THOUSAND SIX HUNDRED DOLLARS AND 00 CENTS

SANTA ANITA RECYCLING LLC  
 15285 F.M. 1017  
 LINN, TX 78563

*[Signature]*  
 City Manager

*[Signature]*  
 Director of Finance

RUB RED IMAGE - DISAPPEARS WITH HEAT SEE BACK FOR ARTIFICIAL WATERMARK

3/13/2017

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Liability Company**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 802427225 04/01/2016  
Document #: 663872450004  
Image Generated Electronically  
for Web Filing

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**Santa Anita Recycles, LLC**

**Article 2 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

**OR**

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**

**Homero Jasso**

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**2808 Chateau Edinburg TX 78539**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

**OR**

☒ B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

☐ A. The limited liability company is to be managed by managers.

**OR**

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Edward Johnson**

Title: **Managing Member**

Address: **107 E. Hibiscus McAllen TX, USA 78501**

Managing Member 2: **Homero Jasso**

Title: **Managing Member**

Address: **2808 Chateau Edinburg TX, USA 78539**

Managing Member 3: **Bernice Vega Pinera**

Title: **Managing Member**

Address: **5501 N. Birch Pharr TX, USA 78577**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**Homero Jasso      2808 Chateau, Edinburg, TX 78539**

**Effectiveness of Filing**

☐ A. This document becomes effective when the document is filed by the secretary of state.

**OR**

☒ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **April 2, 2016**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Homero Jasso**

Signature of Organizer

**FILING OFFICE COPY**

1 of 1

<b>Form 424</b>		<p>Filed in the Office of the Secretary of State of Texas Filing #: 802427225 04/07/2016 Document #: 664740360002 Image Generated Electronically for Web Filing</p>
<p>Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709</p>	<p><b>Certificate of Amendment</b></p>	
<p><b>Filing Fee: See instructions</b></p>		
<p><b>Entity Information</b></p>		
<p>The filing entity is a: <b><u>Domestic Limited Liability Company (LLC)</u></b></p>		
<p>The name of the filing entity is: <b><u>Santa Anita Recycles, LLC</u></b></p>		
<p>The file number issued to the filing entity by the secretary of state is: <b><u>802427225</u></b></p>		
<p><b>Amendment to Name</b></p>		



The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is:

**Santa Anita Recycling, LLC**

A letter of consent, if applicable, is attached.

#### **Statement of Approval**

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

#### **Effectiveness of Filing**

☐ A. This document becomes effective when the document is filed by the secretary of state.

☒ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is: **April 8, 2016**

#### **Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: **April 7, 2016**

Homero Lopez

Date: April 7, 2016

nomero Jasso

Signature of authorized person

FILING OFFICE COPY

**MINUTE EXCERPT OF THE**  
**AMENDED**  
**EDINBURG CITY COUNCIL REGULAR MEETING**  
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**Location:** City of Edinburg  
City Hall-Council Chambers  
415 West University Dr.  
Edinburg, Texas 78541  
**SEPTEMBER 06, 2016**

**REGULAR MEETING AGENDA**  
**6:00 PM**

Mayor Richard H. Garcia called the meeting to order at 6:04 p.m.

**PRESENT:** Richard H. Garcia, Mayor  
Richard Molina, Mayor Pro Tem  
J. R. Betancourt, Councilmember  
Homer Jasso, Jr., Councilmember  
David Torres, Councilmember  
Richard M. Hinojosa, City Manager  
Ricardo Palacios, City Attorney  
Myra L. Ayala Garza, City Secretary

**I. CALL TO ORDER, ESTABLISH QUORUM**

- A. Prayer by Samuel Simon, First Christian Church.
- B. Pledge of Allegiance Myra L. Ayala Garza, City Secretary.

**II. CERTIFICATION OF PUBLIC NOTICE**

Mayor Richard H. Garcia verified the City Secretary's Posting of the City Council Meeting Notice and its Compliance with the Open Meetings Act. This notice was posted on September 03, 2016 at 5:00 p.m.

**V. PUBLIC HEARINGS**

**D. HOLD PUBLIC HEARING ON THE PROPOSED BUDGET FOR THE CITY OF EDINBURG FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017.**

**CONSIDER ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF EDINBURG FOR FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017.**

*Staff Comments and Recommendation-Ascencion Alonzo, Director of Finance:*

*The Budget process was initiated by the Finance Department on April 11, 2016. The 2016-2017 Budget preparation has been a vigorous process and includes Mayor and Council's recommendations, as proposed on June 07, 2016 and August 23, 2016. This budget includes the following recommendations:*

**BUDGET HIGHLIGHTS**

*No increase in the property tax rate"; tax rate remains at \$.6350 per \$100 assessed valuation for the twenty-second consecutive year.*

- *A three percent (3%) pay plan adjustment for all civil and non-civil service employees.*
- *Increased funding for the addition of twenty-eight (28) new positions.*
- *No increase in residential solid waste collection rates. Last increase was adopted October 1, 2004.*
- *No increase in water and sanitary sewer rates. Last increase was adopted October 1, 2011.*
- *An eight percent (8%) increase in dental insurance for full-time employees.*
- *A five percent (5%) increase in health insurance for full-time employees.*
- *Medical insurance for part-time employees that work 30 hours per week (1,560 hours per year) due to the Affordable Care Act.*
- *Vision insurance for full-time employees.*
- *Increased funding to the Information Technology Department for the purchase of a City Hall Server Virtualization (\$80,000).*
- *Increased funding to the Police Department for the purchase of one (1) Leupold Mark Tactical Scope (\$6,000), one (1) Aroflex Radio Test Equipment (\$45,325), one (1) Sokia SX Robotics (\$26,000), one (1) Mobile Shelving System (\$28,000), and the construction of a Firing Range (\$75,000).*
- *Increased funding to the Streets Department for the Interlocal HCRMA Project (\$25,000), Hilda Subdivision Improvements (\$198,036), and the Installation of Street Lights at Faysville Subdivision (\$15,610).*
- *Increased funding to the Parks Department for the purchase of Crushed Wood Surfacing (\$30,000) and Parkland Dedication funding for an Interlocal Agreement with the Edinburg Consolidated Independent School District (ECISD) for the Eisenhower School Park Project (\$325,000).*
- *Increased funding to the Utility Department for the purchase of the following: Three (3) Raw Water Pump (Water Tower) Replacement (\$74,000), Section 2 Filter Control Valve (DTP) Replacement (\$155,000), Pump Station #1 Generator Replacement (\$180,000), Pump Station*

*#1 Gate Valve Replacement (\$38,000), Booster Pumps at North Booster Station and West Booster Station (\$50,000), and four (4) SC-200 Controllers (\$18,500) for the Water Plant Division; Lift Station #42 Rehabilitation & Upgrade (\$1,500,000), Lift Station #23 Rehabilitation (\$25,000), Lift Station #28 Rehabilitation (\$25,000), Plant #3 Clarifier (\$250,000), Lift Station #33 Rehabilitation (\$120,000), Blower Package (\$30,000), Orbal RAS Pump (\$25,000), Electrical Panel & Parts (\$25,000), Portable Generator (\$110,000), Headwork Radiator (\$25,000), and Smartcover Systems (\$7,500) for the Wastewater Treatment Plant Division; West Water Tower Repairs (\$740,000), six (6) Pickup Trucks (\$170,000), one (1) Vactor Truck (\$350,000), one (1) Push Cable Reel (\$15,000), and Sanitary Sewerline Improvements for Canton Road between Jackson & McColl (\$236,500); Evangeline Gardens Subdivision (\$345,000); and Chapin Road West of Expressway 281 (\$100,000) for the Systems Division.*

- *Funding to the South Texas International Airport at Edinburg Department for the Annual Routine Airport Maintenance Program (\$100,000).*
- *Increased funding to the Solid Waste Management Department for the fourth installment payment (\$157,000) for the purchase of 157 acres of land and the third installment payment (\$120,342) for the purchase of 125.7 acres of land, and equipment purchases such as four (4) Pickup Trucks (\$171,000), two (2) All Terrain Vehicles (\$30,000), two (2) Commercial Side Load Retrievers (\$530,000), one (1) Automated Front Load Retriever (\$310,000), three (3) Brush Units (\$330,000), two (2) Residential Side Load Retrievers (\$650,000), one (1) Tarper-Matic Tarper (\$115,000), one (1) Satellite Retriever System (\$30,000), one (1) Virtual Environment Server (\$85,000), and Handheld Devices/Licensing (\$44,500). Increased funding for this department also includes the Construction of a 374,000 square foot Cell (\$1,385,000) and the Relocation of a Gas Line (\$65,000).*

*This Budget also includes performance indicators for every department for the 2016-2017 Fiscal Year. As per City Charter, this Ordinance is required to adopt the budget for the City of Edinburg, Texas and to appropriate resources for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017. The fund balance for the General Fund is projected to be 29.5% of projected expenditures for Fiscal Year ending September 30, 2017. The Utility Fund and the Solid Waste Management Fund continue to remain financially sound. The budget Ordinance document is attached for your consideration.*

*Recommendation: Approve Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017.*

Hold Public Hearing on the Proposed Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017.

Richard Hinojosa, City Manager commented funding was added to the budget from a restricted fund. Based on discussions from the council they added nine (9) positions to the Fire Department for a total of twelve (12) firefighters and five (5) positions to the Police Department for a total of nine (9) patrol officers. There were also three non-civil positions added to the Police Department, one Dispatcher, one Fleet Manager and one IT Tech position. An Engineering Department Storm Water Specialist was also added to the budget.



Councilmember David Torres inquired about the budget amount for Navaeh's Kids Conquering Cancer. Richard Hinojosa, City Manager stated they pulled their request.

Mayor Richard H. Garcia declared the hearing open for public comments.

Michael Williamson, Edinburg Chamber of Commerce Treasurer was present requesting an increase in the budget of the Edinburg Chamber of Commerce. Discussion ensued regarding the Edinburg Chamber budget.

Priscilla Alvarez, VIDA Director of Community Engagement was present to thank the City of Edinburg. She commented they have requested level funding of \$292,500 to continue the partnership with the City of Edinburg.

There being no further comments Mayor Richard H. Garcia declared the hearing closed.

Motion was made by Councilmember Homer Jasso, Jr., Seconded by Councilmember J.R. Betancourt to Approve the Budget for VIDA.

Mayor Pro Tem inquired on the amount of the motion.

Motion was Amended by Councilmember Homer Jasso, Jr., Seconded by Councilmember J.R. Betancourt to Approve Amending the Budget for VIDA to \$192,000.

There were no comments.

After consideration, the motion prevailed by the following:

AYES: Mayor Pro Tem Richard Molina,  
Councilmember J.R. Betancourt,  
Councilmember Homer Jasso, Jr.,  
Councilmember David Torres

NAYS: None.

ABSENT: None.

ABSTAINED: Mayor Richard H. Garcia.

Motion carries.

Motion was made by Mayor Pro Tem Richard Molina, Seconded by Councilmember J.R. Betancourt to Approve Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017 with the Amendment of an Additional \$60,000 to the Chamber of Commerce and an Additional \$40,000 to the Museum of South Texas History.

There were no comments.

After consideration, the motion prevailed by the following:

AYES: Mayor Pro Tem Richard Molina,  
Councilmember J.R. Betancourt,

Councilmember Homer Jasso, Jr.,  
Councilmember David Torres  
NAYS: None.  
ABSENT: None.  
ABSTAINED: None.

Motion carries.

#### **XIV. ADJOURNMENT**

Motion was made by Councilmember David Torres, Seconded by Councilmember Richard Molina, to Adjourn the meeting.

AYES: Mayor Pro Tem Richard Molina,  
Councilmember J.R. Betancourt,  
Councilmember Homer Jasso, Jr.,  
Councilmember David Torres  
NAYS: None.  
ABSENT: None.  
ABSTAINED: None.

Motion carries.

The meeting was adjourned at 8:38 p.m.

#### **CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

#### **ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

City Council Approval: Draft Minutes

[Print](#)

## Edinburg Code of Ordinances

**ARTICLE V. ADMINISTRATIVE SERVICE**

---

**SECTION 1. THE CITY MANAGER.**

The city council shall appoint an officer whose title shall be city manager and who shall be the head of the administrative branch of the city government. In case of absence or disability of the manager, the city council may designate a qualified administrative officer of the city to perform the duties of manager during such absence or disability. The manager shall receive such compensation as may be fixed by the city council.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 2. QUALIFICATIONS.**

The city manager shall be chosen by the city council solely on the basis of his/her executive and administrative qualifications with special reference to his/her education and actual experience in, or his/her knowledge of, accepted practice in respect to the duties of his/her office as hereinafter outlined. At the time of his/her appointment, he/she need not be a resident of the city or state, but during his/her tenure of office he/she shall reside within the city. No person elected to membership on the city council shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed following the expiration of the term for which he/she was elected.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 3. TERM AND REMOVAL.**

The city manager shall hold his/her office for a term of three (3) years unless sooner removed by the city council. The manager shall be removable subject to the provisions set forth below, at the will and pleasure of the city council. A majority of the members of the city council may remove the manager, except that no manager who has been in the service of the city for one year or more prior to a regular city election shall be removed within sixty (60) days subsequent to such election except by a four-fifths (45) vote of the members of the city council. If removed at any time after he/she has served six (6) months, the manager may demand a hearing at a public meeting of the city council, prior to the date on which his/her final removal shall take effect, but pending and during such hearing the city council may suspend him/her from office. The action of the city council in suspending or removing the city manager shall be final, since it is the intention of this charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the city council of the city. The city manager, if any, in office at the time this charter

goes into effect shall hold office until the first Tuesday in April, subject to removal as herein provided.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 4. GENERAL POWERS AND DUTIES OF THE MANAGER.**

It shall be the duty of the city manager to act as chief conservator of the peace within the city; to supervise the administration of the affairs of the city; to see that the ordinances of the city and the laws of the state are enforced; to make such recommendations to the city council concerning the affairs of the city as may seem to him/her desirable; to keep the city council advised of the financial condition and future needs of the city; to prepare and submit to the city council the annual budget estimate; to prepare and submit to the city council such reports as may be required by that body; and to perform such other duties as may be prescribed by this charter or required of him/her by ordinance or resolution of the city council not inconsistent with this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 5. RESPONSIBILITY OF MANAGER — POWERS OF APPOINTMENT AND REMOVAL.**

The city manager shall be responsible to the city council for the proper administration of all affairs of the city placed in his/her charge, and to that end, and except as otherwise provided herein, he/she shall have the power to appoint and remove all officers and employees in the administrative service of the city; but the manager may authorize the head of a department or office responsible to him/her to appoint and remove subordinates in such department or office. Appointments made by, or under the authority of, the city manager shall be on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform. All such appointments shall be without definite terms unless for provisional, temporary, or emergency service not to exceed the maximum periods prescribed by such regulations as may be imposed under the authority of this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 6. REMOVAL OF OFFICERS AND EMPLOYEES.**

Any employee who serves under the city manager is an employee at will. Any employee may be removed by the city manager, by the head of a department or by other appointing officer at any time in accordance with applicable law.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 7. CITY COUNCIL NOT TO INTERFERE IN APPOINTMENTS OR REMOVALS.**

Neither the city council nor any of its committees or members shall direct or request the appointment of any person to, or his/her removal from, office by the city manager or any of his/her subordinates; or, except as is or may be otherwise provided under the terms of this charter, in any manner take part in the appointment or removal of officers and employees in the administrative service of the city. Except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the manager, and neither the city council nor any member thereof shall give orders to any subordinate of the city manager either publicly or privately. Any violation of the provisions of this section by a member of the city council shall subject him/her to whatever discipline the remaining members of the city council may under the terms of Article III, Section 4, see fit to impose upon him/her.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 8. ADMINISTRATIVE DEPARTMENTS.**

There shall be a department of law, a department of finance, a police department, a fire department, and a fire marshal, and such other departments, divisions, bureaus, and offices as may be established by ordinance. Except as otherwise provided in this charter, the city council may change or abolish any department or office established by ordinance and may prescribe, distribute, or discontinue the functions and duties of departments and offices so established. In establishing departments and offices, providing for their organization and defining and distributing their functions, the city council shall pass a general ordinance with the title "An ordinance to establish an Administrative Code." After the passage of such ordinance, which thereafter shall be known as "The Administrative Code," all subsequent changes made by the city council in the number, functions, and organization of departments and offices, shall be in the form of amendments or additions thereto. The purpose of the foregoing requirements is that the city council shall provide a comprehensive and systematic plan of administrative organization for the city, and that all acts of the city council relating thereto may be found in one ordinance. The city secretary shall prepare and keep constantly revised at least three (3) copies of the administrative code. One such copy shall be kept on file in the office of the city secretary, one shall be for the use of the city manager, and one for the city attorney. Pending the passage of "The Administrative Code," the manager may establish temporary regulations for the administrative services.

(Am. Ord. 1719, passed 1-22-96)

### ***Cross-reference:***

*Administrative Code, see Chapter 30*

## **SECTION 9. DIRECTOR OF DEPARTMENTS.**

At the head of each department there shall be a director who shall have supervision and control thereof, subject to supervision and approval by the city manager except as specifically provided otherwise by this charter. Each director shall have power to prescribe rules and regulations, not inconsistent with this charter and the ordinances passed in pursuance thereof for the conduct of the officers and employees of the department of which he/she is in charge; for the distribution



and transaction of its business; and for the custody of the books, records, papers, and property under its control.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 10. DEPARTMENT DIVISIONS.**

The work of each department shall be distributed among such divisions thereof as may be established by ordinance upon the recommendation of the manager, provided that pending the passage of an ordinance or ordinances distributing the work of departments under the supervision and control of the manager among specific divisions thereof, the manager may establish temporary divisions.

#### **SECTION 11. INVESTIGATION BY CITY COUNCIL OR MANAGER.**

The city council, the manager, or any person or committee authorized by either of them, shall have the power to inquire into the conduct of any department, office, or officer of the city, and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence, and it shall be the duty of the city manager to designate a police officer to serve such subpoena.

(Am. Ord. 1719, passed 1-22-96)

[Print](#)

## Edinburg Code of Ordinances

## ARTICLE XVII. GENERAL PROVISIONS

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### SECTION 1. PUBLICITY RECORDS.

All records and accounts of every office, department or agency of the city shall be open to inspection by any citizen, any representative of the press at all reasonable times and under reasonable regulations established by the city manager.

***Statutory reference:***

*Public Information Act (previously the Open Records Act), see Tex. Gov't Code §§ 552.001 et seq.*

### SECTION 2. PERSONAL INTEREST.

No member of the city council or any officer or employee of the city shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the city or to a contractor supplying the city of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he/she acts for the city. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his/her office position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the city shall render the contract voidable by the city manager or the city council.

(Am. Ord. 1719, passed 1-22-96)

### SECTION 3. INCREASING PERSONNEL OR PAYROLL BEFORE ELECTIONS.

Neither the personnel nor payroll of or for any department of the city shall be increased within sixty (60) days before any election of council members unless same be necessary to provide for an emergency first formally declared by resolution of the city council which resolution shall state the nature of the emergency and specify the necessary increase in personnel and/or payroll to meet the same. In the event of any violation of any provision of this section, any such attempted increase shall be void and any and every person in any manner participating in the authorization or carrying out of any such increase shall be personally liable to the city for any money paid out on account of any such increase; and also be subject to removal from any position or office with or of the city which he/she may hold at the suit or complaint of any taxpayer of the city. Any such emergency in support of increase of personnel or payroll of any city-owned utility under the management of an independent board shall be declared by order or resolution of such board.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 4. OATH OF OFFICE.**

Every officer of the city shall, before entering upon the duties of his/her office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city secretary.

“I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the City of Edinburg, State of Texas, and will to the best of my ability preserve, protect, and defend the constitution and laws of the United States and of this state and the charter and ordinances of this city; and I furthermore solemnly swear (or affirm) that I have not directly or indirectly paid, offered, or promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, or if the office is one of appointment, to secure my appointment. So help me God.”

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 5. OFFICIAL BONDS.**

(a) The mayor and each of the council members shall, upon entering office, execute official bonds to be approved by the city council, in the amount, conditioned, and payable as provided by Article 1162, Revised Civil Statutes of Texas, 1925, or as may be provided by ordinance passed by the unanimous vote of the entire city council.

(b) The city manager shall, before, or as soon as possible after, entering upon his/her duties enter into a bond to be approved by the city council, in the sum often thousand dollars (\$10,000.00), or any other amount that may be provided by ordinance, for the faithful performance of the duties of his/her office as prescribed in this charter.

(c) All other officers and employees of the city whose duties require or involve the handling or possession of any funds, personal property; or supplies or other things of value of the city shall enter into bonds to be approved by the city council, conditioned that they will faithfully account for and pay over or deliver all funds and personal property and other things of value belonging to the city coming into their possession. Said bonds shall be in such respective amounts as may be fixed by the city council.

The premiums of all bonds herein provided for shall be paid by the city.

It shall be the duty of the city council and of the city manager to see to the execution of all bonds herein provided for.

(Am. Ord. 1719, passed 1-22-96)

***Editor's note:***

*The provisions of Article 1162, Revised Civil Statutes of Texas, 1925, have been recodified at Tex. Local Gov't Code § 24.024. This statute establishes the bond amounts required in a Type C General Law Municipality.*

## **SECTION 6. [RESERVED].**

### ***Editor's note:***

*This section was repealed by Ord. 410, passed 10-21-69 [Amendment #2].*

## **SECTION 6-A. CONTINUANCE OF CONTRACTS.**

All contracts entered into by the city, or for its benefit, prior to the taking effect of this charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or ordinances existing at the time this charter takes effect may be carried to completion in accordance with the provisions of such existing laws and ordinances.

## **SECTION 7. EMPLOYMENT BY INDEPENDENT UTILITY BOARD.**

Any officer or employee of the city (including the city manager) may, with the consent and approval of the city manager and the city council, be employed by an independent board controlling and operating a utility owned by the city, to fill any office or position of, or to perform any services for, such independent board. In any such case the total compensation of such officer or employee whose services are so shared between the city and such independent board shall be paid by the city and such independent board in the proportions that may be agreed upon between the city council and such independent board.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 8. CITY NOT REQUIRED TO GIVE SECURITY OR EXECUTE BOND.**

It shall not be necessary in any action, suit or proceeding in which the City of Edinburg is a party, for any bond, undertaking or security to be demanded or executed by or on behalf of said city in any state courts, but in all such actions, suits, appeals or proceedings same shall be conducted in the same manner as if bond, undertaking or security had been given as required by law, and city shall be just as liable as if security or bond had been duly executed.

## **SECTION 8-A. CLAIMS FOR DAMAGES FROM CITY, WRITTEN NOTICE REQUIRED.**

(1) The City of Edinburg shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not, unless the person damaged or injured, or someone in his/her behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall,

within sixty (60) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the mayor and city council of the following facts:

- A. The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received.
- B. The nature of the damages or injury sustained.
- C. The apparent extent of the damage or injury sustained.
- D. A specific and detailed statement of how and under what circumstances the damage or injury occurred.
- E. The amount for which each claimant will settle.
- F. The actual place of residence of each claimant by street, number, city and state on the date the claim is presented.
- G. In the case of personal injury or death, the names and addresses of all persons who, according to the knowledge or information of the claimant witnessed the happening of the injury of any part thereof and the names of the doctors, if any, to whose care the injured person is committed.
- H. In the case of property damage, the location of the damaged property at the time the claim was submitted along with the names and addresses of all persons who witnessed the happening of the damage or any part thereof.

(2) No suit of any nature whatsoever shall be instituted against the City of Edinburg unless the plaintiff applied to the city council for redress, satisfaction, compensation, or relief, as the case may be, and that the same was, by vote of the city council, refused.

(3) All notices required by this ordinance [section] shall be effectuated by serving them upon the City Manager at the following location: City of Edinburg, 415 West University Drive, Edinburg, Texas 78539, and all such notices shall be effective only when actually received in the office of the person named above.

(4) The above written notice requirements shall be waived if the city has actual knowledge of death, injury or property likely to result in a claim against the city. The city shall not be deemed to have actual knowledge unless that knowledge is attributable to an appropriate city official whose job duties include the authority to investigate and/or settle claims against the city.

(5) The written notice required under this ordinance [section] shall be sworn to by the person claiming the damage or injuries or by someone authorized by him/her to do so on his/her behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to do so verify the notice may be considered by the city council as a factor relating to the truth of the allegations and to the weight to be given to the allegations contained therein.

(Am. Ord. 410, passed 10-21-69 [Amendment #3]; Am. Ord. 1458, passed 11-19-91; Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #6])

***Statutory reference:***

*Authority to provide for exemption from liability, see Tex. Local Gov't Code § 51.077*

*Tort Claims Act, see Tex. Civ. Pract. & Rem. Code §§ 101.001 et seq.*

## **SECTION 9. EFFECT OF THIS CHARTER ON EXISTING LAWS.**

All ordinances, resolutions, rules and regulations now in force under the city government of Edinburg and not in conflict with the provisions of this charter shall remain in force and under this charter until altered, amended or repealed by the city council after this charter takes effect; and all rights of the City of Edinburg under existing franchises and contracts are preserved in full force and effect.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 10. [RESERVED].**

### ***Editor's note:***

*This section was repealed by Ord. 1719, passed 1-22-96.*

## **SECTION 11. AMENDING THE CHARTER.**

This charter may be amended, and all amendments shall be made in the form and manner and under the procedure prescribed by the laws of the State of Texas for the amendment of city home rule charters.

(Am. Ord. 158, passed 3-3-53 [Amendment #4])

### ***Statutory reference:***

*Amending charter, see Tex. Local Gov't Code §§ 9.001 et seq.*

## **SECTION 12. SEVERABILITY CLAUSE.**

If any section or part of section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

## **SECTION 13. SUBMISSION OF CHARTER TO VOTERS.**

This charter shall be submitted to the qualified voters of the City of Edinburg at an election to be held for that purpose on the fifth day of April, 1949, and if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this charter, it shall become the charter of the City of Edinburg, on and after thirty (30) days from the date of said election and not before, and after the returns have been canvassed, the same shall be declared adopted and the



city clerk shall file an official copy of the charter with the records of the city clerk. The clerk shall furnish the mayor a copy of said charter, which copy of the charter so adopted, authenticated, and certified by his/her signature and seal of the city, shall be forwarded by the mayor to the secretary of state of the State of Texas and shall show the approval of such charter by majority vote of the qualified voters voting at such election.

In not less than thirty (30) days prior to such election the city commission shall cause the city clerk to mail a copy of this charter to each qualified voter of the City of Edinburg as appears from the tax collector's latest roll.

We, the undersigned members of the Edinburg Charter Commission, heretofore duly appointed to prepare a charter for the City of Edinburg, Texas, do hereby certify that this publication constitutes a true copy of the proposed and recommended charter of the City of Edinburg, Texas.

Dated this fifth day of February, 1949.

Sawnie B. Smith, Chairman	Mrs. H. A. Hodges
Ohland Morton, Vice-Chairman	Vance D. Raimond
Victor Bobo, Secretary	Mrs. Sid L. Hardin
A. A. Aldrich	C. T. Van Way
Mrs. A. Fernandez	Santos Gorena, Jr.
Keener C. Hudson	Domingo Lopez
M. C. Harris	J.R. Alamia

I, A. R. Ramirez, Mayor of the City of Edinburg, Hidalgo County, Texas, do hereby certify that the within and foregoing instrument constitutes and is a true, complete and correct copy of the charter of said City of Edinburg, Texas, adopted and approved by a majority vote of the qualified voters of said city at an election held in said city on the fifth day of April, A.D. 1949, and as amended April 7, A.D. 1953, as the same appears of record in the office of the city clerk of the City of Edinburg, Texas.

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Discussion and Possible Action Regarding Forfeiture of Office by Councilmember Homer Jasso, Jr. for Violation of Article XVII, Section 2 of the City of Edinburg Charter.

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

City Council may take action on this Agenda Item.

**RECOMMENDATION:**

City Council may take action on the Agenda Item.

**REVIEWED BY:**

**PREPARED BY:**

Â

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/ Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

Richard Molina  
Councilmember

J. R.  
Betancourt  
Mayor Pro-  
Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember

# **AWARDING OF BIDS**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Awarding Bid No. 2017-67, Wastewater Plant Clarifier Rehabilitation, to American Water Services, LLC, in the Amount of \$159,500 and Authorize the City Manager to Enter into an Agreement Relating Thereto. [Arturo Martinez, Director of Utilities]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, February 27, 2017, bids were opened for Bid No. 2017-67, Wastewater Plant Clarifier Rehabilitation. A total of six (6) bids were received and opened. RGV Industrial Machine Shop & Pump out of Elsa, Texas was the lowest bidder meeting specifications with the second lowest bidder being American Water Services, LLC out of Edinburg, Texas. A total of \$2,500 dollars separate both vendors. Currently, under the City of Edinburg Purchasing Policies and Procedures, the City may elect to give local vendors whose principal place of business is located within the City of Edinburg preference (up to 5%) as allowed by Section 271.9051 of the Local Government Code. Therefore having submitted a bid within the 5% allowed, staff recommends awarding the Wastewater Plant Clarifier Rehabilitation to American Water Services, LLC of Edinburg, Texas.

The project consists of replacing the clarifier and shall include half-bridge supported drive units, center feed pipe, center stilling wells, sludge collection equipment, scum skimming equipment, scum troughs, deflectors baffles, scum baffles, influent pipes & effluent wells. The clarifier is located at 1202 N. M Road.

Funding is available in the Utility/WWTP's 2016-2017 Operating Budget. The City has used materials from American Water Services, LLC in the previous years. All standard specifications have been met, and staff has verified that no monies are owed to the City.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-67, Wastewater Plant Clarifier Rehabilitation, to American Water Services, LLC, in the Amount of \$159,500 and Authorize the City Manager to Enter into an Agreement Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Mirelda Garza,  
Administrative Specialist

Â

/s/ Ricardo Palacios by CP

Ricardo Palacios

City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa

City Manager

/s/Ascencion Alonzo

Ascencion Alonzo

Director of Finance

/s/Arturo C. Martinez

Arturo C. Martinez

Director of Utilities

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**

**DISAPPROVED**

**TABLED**

**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Richard Molina  
Councilmember

J. R.  
Betancourt  
Mayor Pro-  
Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember



# BID RECOMMENDATION FORM

Title: Wastewater Plant Clarifier Rehabilitation

Bid No.: 2017-67

Date Opened: February 27, 2017 @ 3:00 p.m.

Page 1 of 2

			RGV Industrial Machine Shop Elsa, Texas		American Water Services, LLC Edinburg, Texas		Fab Tech WWS O'Fallon, MO	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE			UNIT PRICE	EXTENDED PRICE
1	1 LS	Mobilization		\$ 7,500.00		\$ 11,165.00		\$ -
2	1 LS	Demoslsh and dispose Existing Clarifier including all components (metal, electrical and concrete)		\$ 15,000.00		\$ 5,000.00		\$ 8,000.00
3	1 LS	Provide and install a new complete clarifier including electrical, mechanical and civil components		\$ 126,500.00		\$ 143,335.00		\$ 237,000.00
4	260 SY	Epoxitec Uroflex Coating ( 2 coats with a minimum of 20 mil/per coat) (equal or better)		\$ 8,000.00	**	\$ -		\$ 20,000.00
		**Price included with line item 4, please						
		see attached letter.						
<b>LESS DISCOUNT.....</b>								
<b>TOTAL AMOUNT.....</b>				\$ 157,000.00		\$ 159,500.00		\$ 265,000.00
<b>TERMS.....</b>								
<b>DELIVERY.....</b>								

**RECOMMENDATION:**

Award: Bid No. 2017-67, Wastewater Plant Clarifier Rehabilitation to American Water Services, LLC, the second lowest bidder meeting specifications in the amount \$159,500.00

Department: Utilities/WWTP

Budgeted Amount Available: \$ 250,000.00

Additional Funds Required:

Prepared By Mirelda Garza, Administrative Specialist

**DISCLAIMER:**

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

## BID RECOMMENDATION FORM

Title: Wastewater Plant Clarifier Rehabilitation

Bid No.: 2017-67

Date Opened: February 27, 2017 @ 3:00 p.m.

Page 2 of 2

			Ferguson Service Systems, Inc. Ranco Viejo, Texas		JMJ Constructors McAllen, Texas		J.S. Haren Athens, TN	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE			UNIT PRICE	EXTENDED PRICE
1	1 LS	Mobilization		\$ 10,000.00		\$ 21,708.00		\$ 15,000.00
2	1 LS	Demoslsh and dispose Existing Clarifier including all components (metal, electrical and concrete)		\$ 11,500.00		\$ 15,900.00		\$ 59,920.00
3	1 LS	Provide and install a new complete clarifier including electrical, mechanical and civil components		\$ 227,250.00		\$ 243,500.00		\$ 254,000.00
4	260 SY	Epoxitec Uroflex Coating ( 2 coats with a minimum of 20 mil/per coat) (equal or better)		\$ 32,500.00		\$ 11,960.00		\$ 2,080.00
LESS DISCOUNT.....								
TOTAL AMOUNT.....				\$ 281,250.00		\$ 293,068.00		\$ 331,000.00
TERMS.....								
DELIVERY.....								

### RECOMMENDATION:

Award: Bid No. 2017-67, Wastewater Plant Clarifier Rehabilitation to American Water Services, LLC, the second lowest bidder meeting specifications in the amount \$159,500.00

Department: Utilities/WWTP  
 Budgeted Amount Available: \$ 250,000.00  
 Additional Funds Required: \_\_\_\_\_  
 Prepared By Mirelda Garza, Administrative Specialist

### DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.



## **NOTICE TO BIDDERS**

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time, on Monday, February 20, 2017**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### **BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION**

The project consists of:

Clarifier shall be center feed with perimeter overflow. Clarifier equipment shall include half-bridge supported drive units, center feed pipe, center stilling wells, sludge collection equipment, scum skimming equipment, scum troughs, deflectors baffles, scum baffles, influent pipes and effluent wells.

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents may be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of:

**LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)**

The project shall be a complete and operational system capable of providing the functions intended. Plans, proposal forms, specifications, and contract documents may be obtained by interested parties for **[Twenty-Five Dollars and No Cents] (\$25.00) non-refundable**, or at no charge available through CD ROM. Copies of the plans and specifications may be examined without charge at the following location:

**CITY OF EDINBURG  
Utilities Department – 2<sup>nd</sup> Floor  
415 W. University Drive  
Edinburg, Texas 78541**

**Bids will be received at the following addresses:**

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** City of Edinburg  
c/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

**If Mailing Bids:** City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**

# **CITY OF EDINBURG INSTRUCTIONS TO BIDDERS**

## **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

## **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the purchase of WASTEWATER PLANT CLARIFIER REHABILITATION for the City of Edinburg at firm unit prices, for various contract term dates.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

## **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

**If Hand-delivering Bids:** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas 78541  
**If Mailing Bids:** P.O. Box 1079, Edinburg, TX 78540-1079

**A pre-bid conference will be held at 3:00 p.m., Monday, February 13, 2017 at the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, located at 415 W. University Drive, Edinburg, Texas. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding this bid, please contact Arturo Martinez at (956)388-8212.**

## **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.



## **INSTRUCTIONS TO BIDDERS (Continued):**

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of WASTEWATER PLANT CLARIFIER REHABILITATION as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

### **STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

## INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.



**ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS  
BOOKLET**

BIDDERS BOND in the amount of \$ 7,250 (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

Item No.	Estimated Quantity	Unit	Item Description	Bid Amount
1	1	Ls.	Mobilization	\$ <u>7,500</u>
2	1	Ls	Demolish and dispose Existing Clarifier including all components (metal, electrical and concrete)	\$ <u>15,000</u>
3	1	Ls	Provide and Install a new complete clarifier including electrical, mechanical and civil components	\$ <u>126,500</u>
4	260	Sy	Epoxitec Uroflec Coating (2 coats with a minimum of 20 mil/per coat) (equal or better)	\$ <u>8,000</u>

**TOTAL: IMPROVEMENTS**  
(Items 1-4)

\$ 170,000

The Number of Calendar days to complete contract 180.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 180 Calendar Days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1		
ADDENDUM No. 2		
ADDENDUM No. 3		
ADDENDUM No. 4		
ADDENDUM No. 5		

Respectfully Submitted:

DATE: 02/27/2017

BY: [Signature]  
(Signature)

Gerardo Treviño  
(Type or Print Name)

Owner  
(Title)

Rgv Industrial machine shop pump  
(Company)

200 E Hwy 107  
(Address)

Elsa TX 78543  
(City, State, Zip)

956-207-7060  
(Phone Number)

956-262-8554  
(Fax Number)  
(Seal - If Bidder is a Corporation)

*PROGRESSIVE*  
*Access Insurance Agency*

5115 S BUSINESS 281 SUITE B  
EDINBURG, TX 78539  
956-702-9002 ~ 956-702-9344 Fax  
AINSURANCE1@RGV.RR.COM

February 24, 2017

City of Edinburg  
c/o City Secretary  
PO Box 1079  
Edinburg TX 78540

RE: Bid No. 2017-67  
Wastewater Plant Clarifier Rehabilitation

To whom it may concern:

This is confirm that our insured RIO GRANDE VALLEY INDUSTRIAL MACHINE SHOP AND PUMPS LLC DBA INDUSTRIAL MACHINE SHOPS AND PUMPS has been approved for the Bid/Performance bond in the amount of \$145,000. Upon approval of bid contract will be Issued as requested.

If you need additional information, please contact our office.

Sincerely



Rina R Casas  
Agent



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 9567029002 956-702-9344

ACCESS INSURANCE AGENCY  
5115 S BUSINESS 281 SUITE B

EDINBURG, TX 78539

INSURED

RIO GRANDE VALLEY INDUSTRIAL  
DBA: INDUSTRIAL MACHINE SHOP & PUMPS  
PO BOX 39  
ELSA, TX 78543

CONTACT NAME: RINA R CASAS

PHONE (A/C, No, Ext): 9567029002

FAX (A/C, No): 956-702-9344

E-MAIL ADDRESS: AINSURANCE1@RGV.RR.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: MESA UNDERWRITERS SPEICALTY

INSURER B: PROGRESSIVE

INSURER C: TEXAS MUTUAL

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MP0042027002981	02/14/2017	02/14/2018	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5600 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPI/OP AGG \$ 2000000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01514769	03/28/2016	03/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	0001233983	02/14/2016	02/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INDUSTRIAL MACHINE SHOP: PUMPS, GEAR BOXES &amp; IRRIGATION PUMPS

## CERTIFICATE HOLDER

CITY OF EDINBURG  
C/O CITY SECRETARY  
PO BOX 1079  
EDINBURG TX 78540

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*PROGRESSIVE*

*Access Insurance Agency*

5115 S BUSINESS 281 SUITE B  
EDINBURG, TX 78539  
956-702-9002 ~ 956-702-9344 Fax  
AINSURANCE1@RGV.RR.COM

February 24, 2017

City of Edinburg  
c/o City Secretary  
PO Box 1079  
Edinburg TX 78540

RE: Bid No. 2017-67  
Wastewater Plant Clarifier Rehabilitation

To whom it may concern:

This is confirm that our insured RIO GRANDE VALLEY INDUSTRIAL MACHINE SHOP AND PUMPS LLC DBA INDUSTRIAL MACHINE SHOPS AND PUMPS has been approved for the Bid/Performance bond in the amount of \$145,000. Upon approval of bid contract will be Issued as requested.

If you need additional information, please contact our office.

Sincerely,



Rina R. Casas  
Agent

# City of Edinburg

Utilities Department – 2<sup>nd</sup> Floor  
415 W. University Drive  
Edinburg, Texas 78541

## WASTEWATER PLANT CLARIFIER REHABILITATION

Bid Number 2017-67



200 E. Hwy 107 (P.O. Box 39)  
Elsa, TX, 78543  
[Industrialmsp@yahoo.com](mailto:Industrialmsp@yahoo.com)  
956-262-6977

## BID PROPOSAL FORM

BID NO. 2017-67

WASTEWATER PLANT CLARIFIER REHABILITATION  
EDINBURG, TEXAS

MR. ARTURO MARTINEZ  
DIRECTOR OF UTILITIES  
CITY OF EDINBURG  
415 W. UNIVERSITY DRIVE  
EDINBURG, TEXAS 78541

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the fifteen (15) days after Notice of Award, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bids.

### ORIGINAL BID PROPOSAL

BIDDERS BOND in the amount of \$ 7975.00 (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.



The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

Item No.	Estimated Quantity	Unit	Item Description	Width & Depth	Bid Amount
1	1	Ls	Mobilization		\$ <u>11,165.00</u>
2	1	Ls	Demolish and dispose Existing Clarifier including all components (metal, electrical and concrete)		\$ <u>5000.00</u>
3	1	Ls	Provide and Install a new complete clarifier including electrical, mechanical and civil components		\$ <u>143,335.00</u>
4	260	Sy	Epoxitec Uroflex Coating (2 coats with a minimum of 20 mil/per coat) (equal or better)		\$ _____
			NOTE: THIS PRICE		\$ _____
			IS BASED ON		\$ _____
			304 STAINLESS		\$ _____
			STEEL OR REGULAR		\$ _____
			CARBON STEEL		\$ _____
			WITH EPOXY.		\$ _____
					\$ _____
					\$ _____

**TOTAL: IMPROVEMENTS**  
(Items 1-\_\_\_\_)

\$ 159,500.00

The Number of Calendar days to complete contract 180.

C-2

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 180 Calendar Days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1	2/16/17	BY LORENA FUENTES
ADDENDUM No. 2	2/21/17	BY LORENA FUENTES
ADDENDUM No. 3		
ADDENDUM No. 4		
ADDENDUM No. 5		

Respectfully Submitted:

DATE: 2/27/17

BY: Roberto Quiroz  
(Signature)

ROBERTO QUIROZ  
(Type or Print Name)

OWNER  
(Title)

A.W.S. LLC. AMERICAN WATER SERVICES LLC.  
(Company)

2120 E. RICHARDSON RD.  
(Address)

EDINBURG TEX- 78542  
(City, State, Zip)

956) 221-0080  
(Phone Number)

\_\_\_\_\_  
(Fax Number)  
(Seal - If Bidder is a Corporation)



REQUEST FOR BIDS  
ADDENDUM NUMBER ONE (1)

DATE: February 16, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda issued in respect to this project shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

Bid Opening Date:

- The bid opening has changed from February 20, 2017 to **February 27, 2017 @ 3:00 p.m.**, location will be 2<sup>nd</sup> Floor Utilities Administration Conference Room.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: Robert Quiroz TITLE: Owner  
COMPANY NAME: American Water Services LLC

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

Lorena Fuentes  
Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone: (956)388-8204 • Fax: (956)383-7111



# THE CITY OF EDINBURG

## REQUEST FOR BIDS ADDENDUM NUMBER TWO (2)

DATE: February 21, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG  
BID OPEN: 3:00 P.M. (Central Time), February, 27 2017

The following corrections and directives shall become part of the Proposal, Contract Documents and Specifications for **BID NO. 2017-67 – WASTEWATER PLANT CLARIFIER REHABILITATION**

### SPECIFICATIONS

Revision: Bid Proposal Sheet C-2 language revised from "ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS BOOKLET" to "ORIGINAL BID PROPOSAL"

### PLANS

Revision: Plan Sheet C1, C5 & C6 revised to reflect proper materials and specifications.

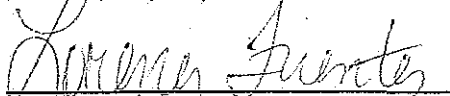
Addition: Note 19 added to Plan Sheet C1.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: ROBERTO QUIROZ TITLE: OWNER

COMPANY NAME: A.W.S. LLC. AMERICAN WATER SERVICE

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

  
Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone: (956)388-8204 • Fax: (956)383-7111



1. ALL CONSTRUCTION TO BE COORDINATED WITH CITY OF EDMUND.
2. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH CITY OF EDMUND UTILITY DEPARTMENT THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPEDE ANY DAILY ACTIVITY OF CITY OF EDMUND LOCATED IN THIS SITE.
3. THE CONTRACTOR IS RESPONSIBLE FOR FORMULATING AND IMPLEMENTING METHODS AND SUBCONTRACTORS IN THE RECOGNITION AND AVOIDANCE OF UNKNOW CONDITIONS, AND IN THE REGULATIONS AND HAZARDS WHICH APPLY TO THE AREA IN WHICH THE WORK WILL TAKE PLACE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING IMMEDIATELY BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION OF PERSONS AND PROPERTY, AND FOR PROVIDING SAFE WORKING CONDITIONS THROUGHOUT THE WORK PROGRESS, ALL AREAS ADJACENT TO THE CONSTRUCTION AREA OR AFFECTED BY THE CONSTRUCTION MUST BE PROTECTED FROM DAMAGE, CLEANED, AND RETURNED TO THE ORIGINAL CONDITION OF THE GROUND.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL CLEARANCES AND PERMITS AS NECESSARY, PRIOR TO THE COMMENCEMENT OF THE WORK.
6. WHEN EXISTING UTILITIES, DISPOSAL OF DEBRIS AND NON - HAZARDOUS MATERIAL, TO THE SATISFACTION OF THE CITY OF EDMUND, THE CONTRACTOR SHALL COORDINATE STORAGE OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK WITH THE CITY OF EDMUND AFTER PROJECT COMPLETION, THE SITE SHALL BE CLEANED UP TO ITS CONDITION PRIOR TO THE START OF THE PROJECT TO THE CITY OF EDMUND.
7. THE SEQUENCE OF CONSTRUCTION SHALL BE SCHEDULED AND COORDINATED WITH THE CITY OF EDMUND.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS, AND SHALL BE RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES, SUCH AS MISSING LATERALS, AND SHALL CONTACT THE ENGINEER SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT, CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE EXPENSE OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL INDICATE OR INSTALL MEMBERS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS, UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED, PRIOR TO FABRICATION OR INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE ENGINEER.
10. ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF ALTERNATES AND/OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE OWNER AND THE CITY OF EDMUND FOR APPROVAL.
11. ALL CONTRACT WORK IN THESE DRAWINGS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING NATIONAL CODES AND STANDARDS:
  - A. INTERNATIONAL BUILDING CODE, 2012 (ICC2012)
  - B. NATION SOCIETY OF CITY ENGINEERS, 2011, 7-05
  - C. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
  - D. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
  - E. NATIONAL FIRE CODE (NFC)
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF MATERIALS REMOVED WHICH ARE NOT TO BE REINSTALLED OR SALVAGED ON THE PROJECT, DISPOSAL OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
13. CONSTRUCTION SHALL NOT BE MADE DURING INCLEMENT WEATHER, WATER ACCUMULATION IN EXCAVATIONS EXCEEDING 3' INCH SHALL BE PUMPED OUT BEFORE THE CONCRETE IS PLACED.
14. ALL APPLICABLE CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMUND STANDARD SPECIFICATIONS.
15. FURTHER INFORMATION WITH THE PROJECT INCLUDES BUT ARE NOT LIMITED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CONSTRUCTION SITE STORM WATER PERMIT NOTICE OF INTENT (NOI) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES UNDER THE TCEQ CONSTRUCTION GENERAL PERMIT (PC 10000), THIS PERMIT IS REQUIRED FOR CONSTRUCTION ACTIVITIES INCLUDING EXCAVATION AND CONSTRUCTION ACTIVITIES THAT DISTURB GREATER THAN THE TOTAL LAND AREA WITH THE PROJECT LIMITS.
16. CONTRACTOR SHALL MAINTAIN ALL AS-BUILT CONDITIONS FOR UTILITIES AND STORM SEWER ON THE PLAN AND RECORD DRAWINGS.
17. THE CONTRACTOR SHALL VISIT THE PROJECT SITE IN ORDER TO DEVELOPE FAMILIAR WITH THE SITE CONDITIONS PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR IS TO RESEARCH THE EXISTING CONDITIONS AND PROPOSED WORK TO BECOME FULLY AWARE OF THE SCOPE OF THE WORK, THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES.
18. THE DRAWING SHOWS AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED BY THE SURVEY CREWS AND FROM EXISTING RECORDS REGARDING THE LOCATION AND NATURE OF PIPELINES, STORM SEWER, AND OTHER UTILITIES LOCATED WITHIN THE PROJECT LIMITS, SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY OPERATING THE FACILITY, DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER OF THE UTILITY AND THE ENGINEER, THE COST OF DAMAGE AND/OR REPAIR TO SUCH UTILITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, NO REPAIRS SHALL BE MADE WITHOUT THE WRITTEN AUTHORIZATION OF THE ENGINEER.
19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE CHANGES IN DRAINAGE, WETLAND, AND BATTERY SEWER GRADES TO PERMIT THE LINES TO PASS ALL UNDERGROUND LINES, AS AUTHORIZED BY THE ENGINEER, AND IN ACCORDANCE WITH TCEQ'S ADMINISTRATIVE CODE CHAPTER 317, APPENDIX C, "SEPARATION DISTANCES".
20. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING PIPES WHICH ARE NO LONGER IN SERVICE, THE CONTRACTOR MUST EXPLORE AND RESEARCH THE SITUATION AND PROVIDE EVIDENCE TO THE OWNERS REPRESENTATIVE THAT THE EXISTING LINE IS ABANDONED, ONCE IT IS AGREED THAT THE LINE IS ABANDONED, THE CONTRACTOR SHALL REMOVE AND PROPER DISPOSE OF SAID PIPE, ANY ABANDONED LINES TO REMAIN IN PLACE SHALL BE FULLY GROUTED.
21. TRENDON EXCAVATION SHALL NOT PRECEED BACKFILL BY MORE THAN 200 FEET, NO TRENDON SHALL BE LEFT OPEN FOR MORE THAN 14 DAYS.
22. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH THE CITY OF EDMUND THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPEDE DAILY ACTIVITY OF ANY FOR THE CITY OF EDMUND LOCATED IN THIS SITE.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND AVOIDING EXISTING IMPROVEMENTS ON SITE, INCLUDING ABOVE GROUND AND UNDERGROUND, CONTRACTOR SHALL REMOIVE BELOW - GRADE STRUCTURES TO THREE FEET BELOW NATURAL GRADE OR TO SUCH DEPTH AS MAY BE REQUIRED TO MAINTAIN SUFFICIENT STABILITY.
24. CONTRACTOR SHALL BACKFILL ALL VOIDS LEFT BY DEMOLITION AND COMPACT IN A MANNER SUFFICIENT TO FINAL IMPROVEMENTS.
25. ALL DEMOLISHED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE UNLESS NOTED OTHERWISE ON THE DRAWINGS.
26. ANY DAMAGE TO EXISTING DRAINAGE, PRIVATE UTILITY, OR OTHER STRUCTURES SHALL BE REPAIRED TO PRE-COMPLETION CONDITION AT CONTRACTOR'S EXPENSE.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PEDESTRIANS AND ALL VEHICULAR TRAFFIC FROM CONSTRUCTION RELATED ACTIVITIES DURING THE COURSE OF THIS PROJECT.
28. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNMENTAL, ONE-CALL REQUIREMENTS AND OTHER REGULATIONS WITH REGARDS TO EXISTING UNDERGROUND UTILITIES, PIPELINES, AND OTHER FACILITIES AFFECTED BY THE CONSTRUCTION.
29. ALL OPEN EXCAVATIONS SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AT ALL TIMES.

31. EXCESS EXCAVATED MATERIAL, MUCK, VEGETATION, BROKEN CONCRETE, RO PIPE, AND OTHER UNWANTED MATERIAL, BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCESS MATERIAL. PAYMENT WILL BE MADE TO THE CONTRACTOR.
32. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY SHELTERS AND TOILETS FOR THE WORKMEN TO BE PERFORMED AND MATERIALS TO BE FURNISHED, AND ARE FOR THE PURPOSE OF COMPENSING THE SIDS ON A UNIFORM BASIS. PAYMENT WILL BE MADE BY THE OWNER TO THE CONTRACTOR ONLY FOR THE SIDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SIDS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND IF IT UNDERSTOOD THAT QUANTITIES MAY BE REQUIRED ONLY FOR THE SIDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SIDS.
34. THE CONTRACTOR SHALL NOTIFY PARTIES AFFECTED BY CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION. THE FOLLOWING ARE TELEPHONE NUMBERS FOR THE ENTITIES AFFECTED BY CONSTRUCTION:

TEXAS B11.	811
TEXAS ONE CALL SYSTEM.	(602) 245-4545
TEXAS EXCAVATION SAFETY SYSTEM.	(602) 344-3377
LONG STAR INTERNATIONAL COMPANY.	(602) 344-3344
AT&T.	(602) 200-2070
CENTRAL POWER AND LIGHT (CP&L).	(602) 274-2611
AMERICAN ELECTRIC POWER (AEP) TEXAS.	(602) 822-3333
SOUTHERN UNION GAS CO.	(602) 743-2845
US SPRING CO.	(602) 494-3100
TRANSWARRER CABLE TV.	(602) 328-3210
CITY OF DENVORO PUBLIC UTILITY.	(602) 328-3210

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY NO OTHER ENTITIES WILL BE AFFECTED.

1. CONTRACTOR SHALL SUBMIT TO THE CITY OF EDINBURGH/ENGINEER SHOP DRAWINGS AND PRODUCT DATA.
2. OPERATING AND MAINTENANCE INSTRUCTIONS SHALL BE FURNISHED. THE INSTRUCTIONS SHALL BE PREPARED SPECIFICALLY FOR THIS INSTALLATION AND SHALL INCLUDE ALL REQUIRED CUTS, DRAWINGS, EQUIPMENT LISTS, DESCRIPTIONS, ETC. THAT ARE REQUIRED TO INSTRUCT OPERATING PERSONNEL, THAT ARE UNFAMILIAR WITH EQUIPMENT.
3. MEC FACTORY REPRESENTATIVE WHO HAS COMPLETE KNOWLEDGE OF PROPER OPERATION AND MAINTENANCE SHALL BE PROVIDED FOR ONE DAY TO INSTRUCT REPRESENTATIVES OF THE OWNER AND THE ENGINEER ON PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT. THIS WORK MAY BE DONE IN CONJUNCTION WITH THE OPERATION OF THE EQUIPMENT.
4. THE MEC FACTORY WHERE THE MANUFACTURING AND ASSEMBLY OF THE EQUIPMENT IS TO TAKE PLACE, HAS A CURRENT ISO 9001 & ISO 14001 CERTIFICATION. THE MEC CAN PROVIDE DOCUMENTATION OF THE FACTORY'S ISO 9001 & ISO 14001 CERTIFICATION TO THE OWNER.
5. ONE SET OF ALL SPECIAL TOOLS REQUIRED FOR NORMAL OPERATION / MAINTENANCE SHALL BE PROVIDED. ALL TOOLS AND SPARE PARTS SHALL BE PACKAGED AND LABELED.
6. STRUCTURAL MODIFIERS

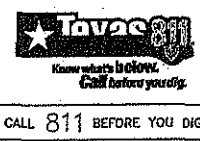
- a. CENTER PIER, ACCESS BRIDGE, WALKWAY & DRIVE PLATFORM STEEL COMPONENTS SHALL CONFORM TO ASTM 36, 1/2" MIN. CARBON STEEL.
  - b. SCRAPER ARMS, CENTER CASE, INFLUENT FEEDWELL, SURFACE SHOWER, SCUM DOK, EFFLUENT HOPR AND SCUM BAYFLR COMPONENTS SHALL CONFORM TO ASTM 304, 1/2" STAINLESS STEEL.
  - c. ALL WELDING TO CONFORM TO AMERICAN WELDING SOCIETY STANDARD AWS D1.1, STRUCTURAL STEEL JOINTS. STAYS OF GRATE WELDER FOR DULFED FIELD ASSEMBLY, A MINIMUM AMOUNT OF FIELD WELDING SHALL BE REQUIRED.
4. DESIGN COMPONENTS SO THAT STRESSES DEVELOPED DO NOT EXCEED ALLOWABLE STRESSES, AS DEFINED BY CURRENT ASS STANDARDS WHEN DESIGNED FOR THE AQA RATED TORQUE.
7. DRIVE MECHANISM:
- a. GENERAL:
    - THE DRIVE MECHANISM SHALL CONSIST OF AN ELECTRIC MOTOR, PRIMARY REDUCTION UNIT, AND AN ENCLOSED FINAL REDUCTION UNIT CONSISTING OF A PINION AND AN INTERNAL TOOTH GEAR. THE DRIVE UNIT OUTPUT TORQUE SHALL BE LIMITED BY A TORQUE OVERLOAD PROTECTION DEVICE.
  - b. PRIMARY REDUCTION UNIT:
    - THE PRIMARY REDUCTION UNIT SHALL BE MOUNTED ON THE TOP OF THE FINAL REDUCTION UNIT.
    - THE L1D LIFE OF THE PRIMARY GEARBOX BEARINGS SHALL BE IN EXCESS OF 100,000 HOURS.
    - THE PRIMARY REDUCTION SHALL BE AQA RATED FOR 10 MILLION CYCLES.
    - THE PRIMARY REDUCTION UNIT SHALL BE FACTORY COATED WITH TWO-PART EPOXY PAINT FOR HIGH CORROSION RESISTANCE PROTECTION.
    - THE PRIMARY REDUCTION UNIT SHALL BE COUPLED TO THE FINAL REDUCTION UNIT BY A SHEAR PIN COUPLING. THE FINAL REDUCTION GEARBOX UNIT SHALL BE A SPUR GEAR PLANETARY TYPE DRIVEBOX.
  - c. ELECTRIC MOTOR: THE DRIVE MOTOR SHALL BE MILL & CHEMICAL DUTY, YEPG, 110 SERVICE FACTOR, CLASS F INSULATION.
  - d. OVERLOAD DEVICES: THE OVERLOAD PROTECTION DEVICE SHALL HAVE TWO INDEPENDENT SWITCHES, WHICH MAY ENERGIZE AN ALARM CIRCUIT WHEN THE LOAD ON THE MECHANISM APPROACHES OVERLOAD, AND OPEN THE MOTOR CIRCUIT WHEN AN EXCESSIVE OVERLOAD OCCURS. THE OVERLOAD SHALL BE REVERSIBLE.

- a. two (2) heavy-duty SCRAPER ARMS EXTENDED FROM THE CENTER DRIVE SHAFT TO THE BASIN
- b. SIDEWALLS SHALL BE INCLUDED. THEY SHALL BE ATTACHED TO AND ROTATED BY THE CENTER GAGE SCRAPER ARMS SHALL BE DESIGNED TO ALLOW FOR PEAK TORQUE. THE SLUDGE RATES SHALL BE DESIGNED WITH OVERLAPPING SCRAPING ZONES THAT SHALL CONTINUOUSLY RAKE THE BOTTOM OF THE GLASSIER BOTTOM TWICE PER REVOLUTION.
- c. ALL SLUDGE RAKE STRUCTURAL MATERIALS TO BE A MINIMUM OF 1/4" THICK A304 STAINLESS STEEL. THE SCRAPER ARM DESIGN SHALL INCLUDE PROVISIONS FOR ADJUSTMENT AT INSTALLATION TO SUIT TANK DIBOS. SLUDGE RAKE SCRAPER BLADES TO BE CONSTRUCTED OF 1/2" THICK STAINLESS STEEL.

- c. CENTER CHUTE TO BE ALL-WELDED CONSTRUCTION MADE UP OF STRUCTURAL STAINLESS STEEL PLATE 1/2" THICK, 304, 18" WIDE, 304" LONG, 12" HIGH.
- d. HAVE ARMS TO BE PINNED AT THE BASE AND CONNECTED TO THE CENTER CHUTE THROUGH ADJUSTABLE GALVANIZED ELEVIS ASSEMBLIES WITH LOCKWINS REQUIRING NO TIE-BAR SUPPORTS.
- e. THE FEEDWELL SHALL BE SUPPORTED BY STAINLESS STEEL TRUSS SUPPORTS ATTACHED TO THE ROTATING CENTER DRIVE CHUTE AND FABRICATED OF 3/16" STAINLESS STEEL PLATE SECTIONS WITH 1/2" CONNECTIONS.
- f. FEEDWELL REINFORCING RING ANGLES, ANGLES STIFFENERS AND SUPPORTING BRACKETS SHALL BE STRUCTURAL STEEL MEMBERS, A MINIMUM OF FOUR (4) SCUM POINTS 4-INCH HIGH X 8-INCH LONG SHALL BE PROVIDED FOR EACH FEEDWELL. SCUM POINTS SHALL BE 1/2" FROM THE BOTTOM OF THE FEEDWELL AT WATER LEVEL. SCUM POINTS SHALL BE FREE TO ALLOW SCUM TO ESCAPE AT ANY TIME.
- g. FEEDWELL TO BE DESIGNED TO WITHSTAND ALL LOADINGS OF INFLUENT WITH MINIMAL DEFLECTION. REACTION WALL TO BE SHIPPED IN LARGEST PRACTICAL SECTIONS. FEEDWELL SECTIONS TO BE SHIPPED IN 12' MAXIMUM LENGTHS.

- CENTER PIER SHALL BE A CYLINDRICAL STEEL PIER SHALL SUPPORT THE DRIVE, COLLECTOR MECHANISM, AND ACCESS BRIDGE, THE TOP OF THE PIER SHALL BE A DRIVE MECHANISM PLATE WITH SMALL HOLE SET FLUSH TO THE CENTERLINE. THE DRIVE MECHANISM SHALL BE POSITIONED, SHIMMED, LEVELED, AND GROUND IN PLACE WITH NON-SHINK GROUT. THE CENTER PIER SHALL BE FABRICATED AT 3" THICK STEEL PLATE AND SHALL BE ANCHORED TO THE CONCREDE BASE WITH MINIMUM OF EIGHT (8) 1" DIAMETER ANCHOR BOLTS. MEET SPALL FROM EXISTING STEEL TROUGH AND REINFORCEMENT. LOCATE THESE ANCHORS AS CLOSE TO THE CENTER PIER AS POSSIBLE, ZERO AS AN INFLENT PIPE AND SHALL HAVE A SERIES OF LARGE ORICES AT ITS UPPER END TO DRECT THE FLOW INTO THE INFLENT WEIR AT A LOW VELOCITY.
- TO: 10. ACCESS BRIDGES AND DRIVE WALKWAYS
- a. A BRIDGE SHALL BE USED TO TRAVEL FROM THE SCUM TANK TO THE STATIONARY DRIVE BASE. SUPPORT BRIDGE SHALL BE A COMPLETELY WELDED STRUCTURE READY FOR INSTALLATION AT SHIPMENT.
- b. THE SUPPORT BRIDGE SHALL INCLUDE A 30 INCH WIDE WALKWAY. THE ACCESS WALKWAY SHALL SPAN OVER THE DRIVE BRIDGE AND BE SECURED TO THE DRIVE BRIDGE ON ALL SIDES OF THE DRIVE UNIT. THE ACCESS WALKWAY SHALL BE HOT-DIPPED GALVANIZED STEEL 1/4"-X-3'x16" ATTACHED TO THE SUPPORT BRIDGE WITH REMOVABLE SECTIONS AND STAINLESS STEEL CLIPS. WALKWAY SHALL BE DESIGNED TO SAFELY WITHSTAND ALL DEAD LOAD PLUS A LIVE LOAD OF 150 POUNDS PER LINEAR FOOT WITH A MAXIMUM DEFLECTION OF 1/320, OVER THE ENTIRE SPAN. THE DRIVE PLATFORM SHALL BE PROVIDED WITH CONNECTIONS TO THE ACCESS WALKWAY TO ALLOW FOR A STAINLESS STEEL TROUGH WITHOUT TYP. HAZARDS.
- c. THE HANDRAILS, MUD-BAILS, AND COLLARS ON THE ACCESS WALKWAY AND DRIVE PLATFORM SHALL BE ASTM A333, GRADE B, 3'-1/2" DIA. RAILINGS [SCHEDULE 40 STEEL PIPE AND 3/16" THICK STEEL ROD PLATE] (Ø1) ALUMINUM COLLARS SHALL BE ADAPTED TO THE STANDARD STANDARDS. POSTS SHALL BE LOCATED NO MORE THAN 5'-0" FROM ANOTHER POST. STEEL WALKWAY HANDRAILS, COLLARS, AND WICK PLATES SHALL BE GALVANIZED AND PRIME COATED PER THE SPECIFICATION FOR NON-JAILED COMPONENTS AND FINAL COAT BY EPOXY SAFTY YELLOW PAINT PER PART SPECIFICATIONS.
11. SURFACE SCUMMER
- a. CLAMPERS SHALL BE EQUIPPED WITH ONE (1) SKIMMER ARM ASSEMBLY TO COLLECT AND DISCHARGE FLOATING SCUM INTO A SCUM BOX CANTEVERED FROM THE CLAMPER WALL.
- b. THE SKIMMING ARM SHALL BE SUPPLIED TO SHEEP THE DEPTH OF THE CLAMPATION ZONE REMOVED FLOATING SCUM INTO A SCUM BOX. THE SKIMMING ARM SHALL BE MADE OF 1/2" THICK STEEL PLATE AND BE INDEPENDENTLY ADJUSTABLE WIRES SUPPORTED FROM INFLENT WEIR. SKIMMER ARM TO HAVE 3'-0" CHOD Ø100METER NEOPRENE WIPER BLADES EXTENDING THE FULL WIDTH OF THE SCUM BOX CASEI SKIMMER ARM SHALL HAVE ONE (ONE) ON THE BOTTOM AND BOTH WIPER BLADES NOTIFYING DURING THE OPERATION. THE WIPER BLADES MUST MAINTAIN CONTACT WITH THE SCUM OUTFEED AS IT TRAVELS ALONG THE TANK PERIPHERY. UPON APPROACHING THE SCUM BOX, IT SHALL TRAP THE SCUM IN THE ENCLOSURE CONSISTING OF A SCUM BOX RAMP AT THE BOTTOM AND THE SHUFFLE AND SCUM SCRAPER AT THREE (3) SIDES.
12. SCUM BOX
- a. THE SCUM TROUGH SHALL SUPPORTED FROM THE TANK WALL. THE TROUGH AND SUPPORT STRUCTURE SHALL BE ANCHORED ON ALL DEAD LOADS. THE APPROACH RAMP OF THE TROUGH SHALL BE OF RADIAL DESIGN, HAVING A SLOPED NORTH AND SOUTH SIDE. THE APPROACH RAMP SHALL BE 18" HIGH. THE FULL LENGTH OF THE TROUGH WRIT TO HAVE SHIMULOUS AND CONTINUOUS CONTACT WITH THE ENTIRE RAMP ALONG A REGULAR LINE, AT EACH RESOLUTION OF THE SKIMMER ARMS. THE TROUGH SHALL BE 6 INCHES WIDE WITH A UNIFORMLY SLOPED BOTTOM TO ALLOW SCUM TO DISCHARGE TOWARD THE TANK WALL. A 6-INCH SCHEDULE 40 PIPE CONVEYED BOTTOM TO BE PROVIDED FOR CHANNELING OF THE SCUM DOWN THE SCUM BOX WALL. (SCUM BOX WALL AND APPROACH RAMP SHALL BE GALVANIZED)
- ① b. THE FULL CIRCUMFERENCE EFFLUENT ADJUSTABLE WEIRS ATTACHED TO THE CONCRETE LAUNDRY WITH 1/2" THICK GALVANIZED STEEL PLATE SHALL BE PROVIDED. THE WEIR PLATE SHALL BE CONSTRUCTED OF 1/4" THICK ASTM 304 STAINLESS STEEL AND SHALL BE 4" DEEP. THE WEIR PLATE SECTION SHALL BE ADJUSTABLE IN THE VERTICAL DIRECTION WITH SLOTTED HOLES TO ALLOW FOR LEVELLING. ALL BOLTS THAT CONNECT THE WEIR TO THE EFFLUENT LAUNDRY SHALL BE 304 STAINLESS STEEL AND BE DESIGNED SO THEY CAN BE REMOVED FOR LOGGING AND LEVELLING OF THE PLATE REGION.
- SCUM DAPPLE
- a. THE SCUM DAPPLES SHALL CONSIST OF SECTIONS OF 12-INCH DEEP X 1/2-INCH THICK FIP (ØR) 3/16"-X-304 STAINLESS STEEL ATTACHED TO THE LAUNDRY OF SUPPORT BRACKETS, STAINLESS STEEL ANCHOR BOLTS AND WICK NUTS TO CHANGE ELECTROD AND CONTROL COORDINATION.
- b. A CLAMPED DRIVE ASSEMBLY CONTROL PANEL SHALL BE PROVIDED INCLUDING A NEMA 4X ENCLOSURE MOUNTED WITH REMOVABLE COVER AND LOCKED FOR CONTRACTOR MOUNTING. ORDER TO GREASY CONTROL PANEL, LOCATION AND MOUNTING PREFERENCES.
- c. ENCLOSURE TO INCLUDE STAINLESS STEEL HIDDEN HINGES, QUARTER-TURN LATCHES, PADLOCKABLE HANDLE AND A LOCKAGE THEREAFTER. A LOCK PICKED MOUNTED ON THE INSIDE OF THE ENCLOSURE.
- d. CONTROL PANEL TO INCLUDE THE FOLLOWING DEVICES AND ACCESSORIES:
- "START" AND "RESET" PUSHBUTTONS.
  - "STOP" PUSH-PULL MAINTENANCE STOP MUSHROOM HEAD POSHUTTON.
  - "HOT" COPY AND "ALARM" INDICATOR RED LIGHTS.
  - STAINLESS STEEL WARNING HARDWARE.
  - ALARM BELLORY BELLS AND ALARM BELLORY SWITCHES AND INDICATOR LAMPS, OR APPROVED EQUALS.
  - CONTROL BELLORY TRANSFORMERS AND APPROVED EQUALS.
- e. PUSHBUTTONS, TEST TO TEST PILOT LATCHES, AND SELECTOR SWITCHES HEAVY DUTY TYPE.
- f. DRIVE UNIT MOTOR STARTER SHALL BE A FACTORY-ASSEMBLED COMBINATION CONTROLLER WITH INTEGRAL OVER-CURRENT PROTECTIVE DEVICE OBSOLETE MOVEMENTS AND MAGNETIC MOTOR STARTER UNIT. SELECTOR CONTROLLER FEATURES TO COORDINATE WITH RATINGS AND CHARACTERISTICS OF SUPPLY CURRENT AND THE ACTUAL MOTOR TO BE CONTROLLED.
14. PAINTING AND SURFACE PREPARATION:
- a. ALL SUBSTRATES SHALL BE SANDBLASTED TO AN SP-10 FINISH AND GIVEN TWO (2) COATS OF INTERIOR EPI EPOXY PRIMER OR EQUIV.
- b. ALL NON-CURSUMBERED CARBON STEEL SHALL BE GIVEN ONE (1) COAT OF EPOXY PRIMER AND ONE (1) COAT OF POLYURETHANE SHAPE.
- c. ALL METALS SHALL BE TO BE THOROUGHLY WASHED AND RINSED TO REMOVE CHEASE, OIL AND FOREIGN MATTER AND SHALL BE ALLOWED TO DRY COMPLETELY. ALL PARTS MUST BE COATED AS SOON AS POSSIBLE AFTER BLASTING, AND NO FURTHER FABRICATION PROCESSING OTHER THAN CORROS APPLICATION SHALL BE DONE.
15. FOR ALL ASSSEMBLY PACKAGES LOCATED AT OR BELOW WATER LEVEL SHALL BE 304 STAINLESS STEEL.
16. ALL CLAMPED DRIVE ASSEMBLY CONTROL PANEL SHALL BE PROVIDED INCLUDING A NEMA 4X ENCLOSURE MOUNTED WITH REMOVABLE COVER AND LOCKED FOR CONTRACTOR MOUNTING. ORDER TO GREASY CONTROL PANEL, LOCATION AND MOUNTING PREFERENCES.
17. FABRICATION OF ALL CLAMPED COMPONENTS SHALL BE TRUE AND FREE OF DEFECTS OF ALL MATERIALS AND COMPONENTS SUCH AS THE CLAMPERS AND ALL ITS COMPONENTS SHALL BE MONITOR ENVIRONMENTAL CORPORATION CONTACT INFO: BRANDON COSG. PH. 734-342-2117, CELL: 735-5974 - [bcosg@mon-env.com](mailto:bcosg@mon-env.com) OR APPROVAL EQUIV. OF THE ENGINEER.

CALL 811 BEFORE YOU DIG



THE CITY OF  
EDINBURGH

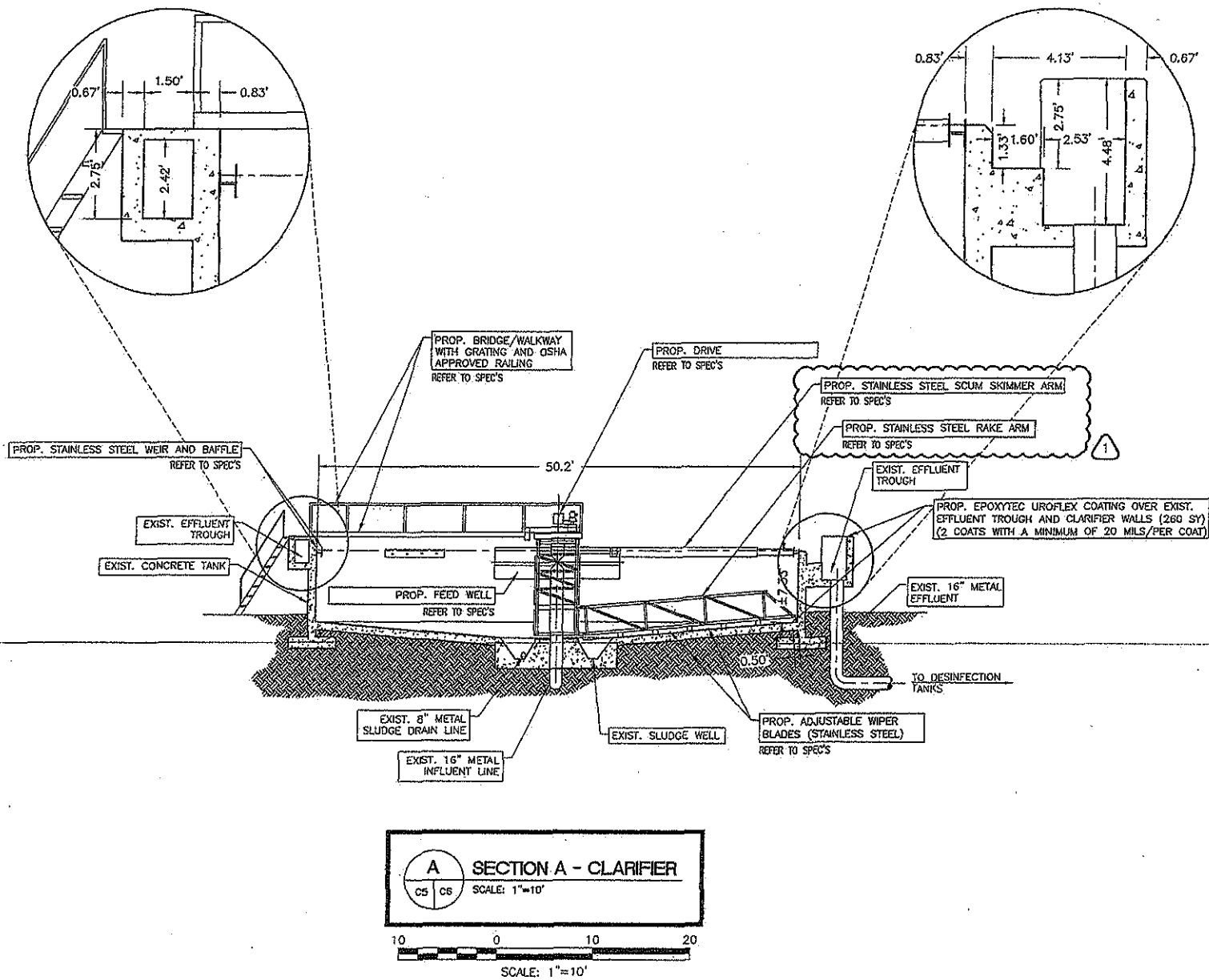
Plant Clarifier Rehabilitation City of Edinburg	GENERAL NOTES
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Wastewater

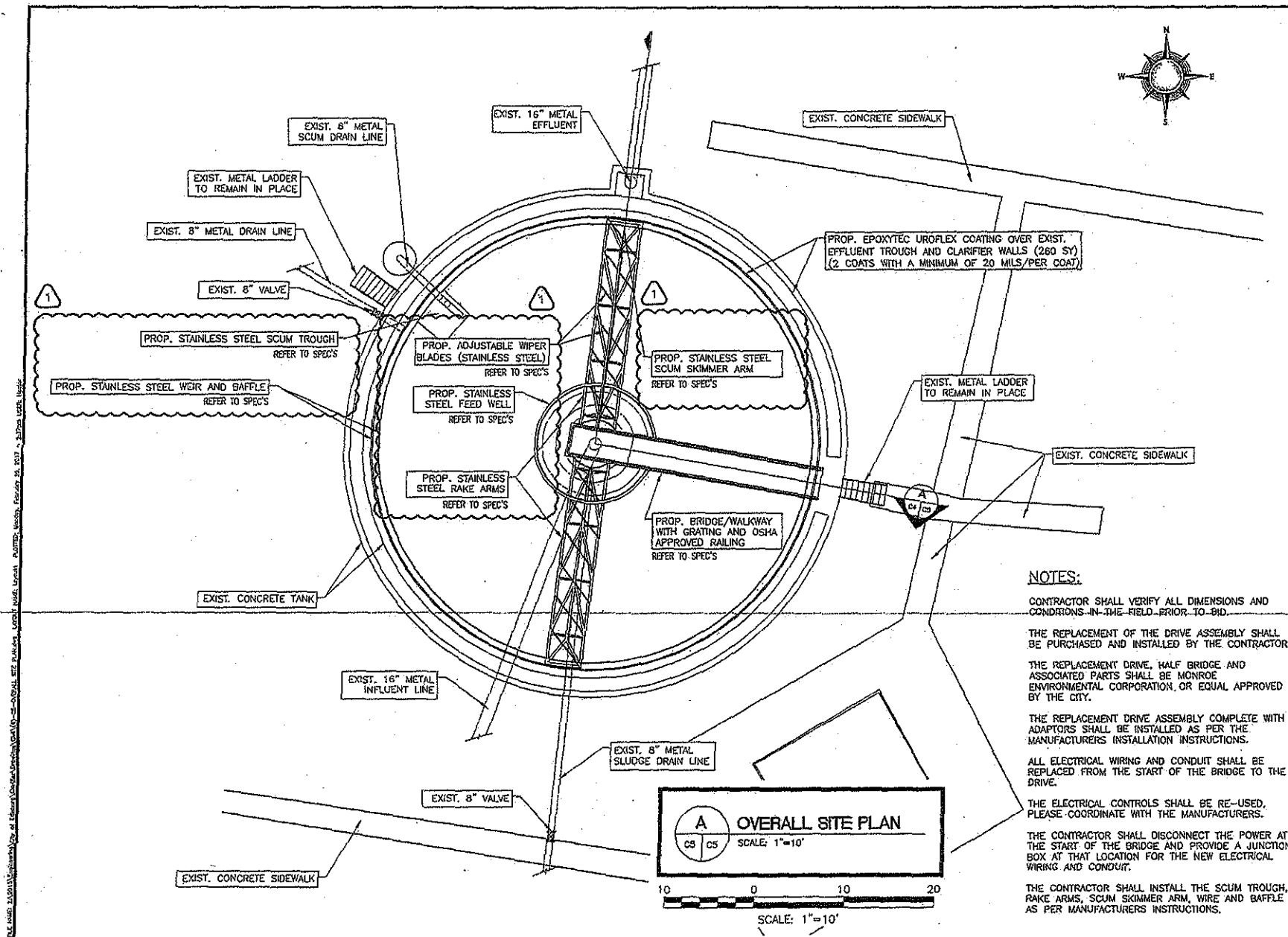
DRAWING NO.  
C1

SHEET 2 of 7

P.L.E. made: 2/20/2017 (City of Edinburg) (Clarifier Rehabilitation) (Sheet C6) (Scale: 1"=10') (Drawing No. C6) (Revision No. 1) (Date: 2/20/2017) (By: [Signature]) (Check: [Signature]) (Title: [Signature]) (Project: [Signature]) (City: [Signature]) (State: [Signature]) (Country: [Signature])



CONSULTANT'S SHEET	
PROJECT NO.	
	
<b>ICE</b> INTERNATIONAL CONSULTING ENGINEERS 1100 N. 10TH STREET, SUITE 100 ARLINGTON, TEXAS 76010-3100 TEL: 817.461.1100 FAX: 817.461.1101	
DESCRIPTION	BT
REVISION NO.	DATE
THE CITY OF <b>EDINBURG</b> 	
Wastewater Plant Clarifier Rehabilitation City of Edinburg	
CROSS SECTION	
REVISION NO.	DATE
1	2/20/2017
DATE	BY
2/20/2017	[Signature]
DRAWING NO.	C6
SHEET	7 of 7



#### NOTES:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO BID.
- THE REPLACEMENT OF THE DRIVE ASSEMBLY SHALL BE PURCHASED AND INSTALLED BY THE CONTRACTOR.
- THE REPLACEMENT DRIVE, HALF BRIDGE AND ASSOCIATED PARTS SHALL BE MONROE ENVIRONMENTAL CORPORATION, OR EQUAL APPROVED BY THE CITY.
- THE REPLACEMENT DRIVE ASSEMBLY COMPLETE WITH ADAPTORS SHALL BE INSTALLED AS PER THE MANUFACTURERS INSTALLATION INSTRUCTIONS.
- ALL ELECTRICAL WIRING AND CONDUIT SHALL BE REPLACED FROM THE START OF THE BRIDGE TO THE DRIVE.
- THE ELECTRICAL CONTROLS SHALL BE RE-USED. PLEASE COORDINATE WITH THE MANUFACTURERS.
- THE CONTRACTOR SHALL DISCONNECT THE POWER AT THE START OF THE BRIDGE AND PROVIDE A JUNCTION BOX AT THAT LOCATION FOR THE NEW ELECTRICAL WIRING AND CONDUIT.
- THE CONTRACTOR SHALL INSTALL THE SCUM TROUGH, RAKE ARMS, SCUM SKIMMER ARM, WIRE AND BAFFLE AS PER MANUFACTURERS INSTRUCTIONS.

CONSULTANT'S SHEET  
PROJECT NO.



**ICE**  
INTERNATIONAL CONSULTING ENGINEERS  
14022 HWY 190 SUITE 100 W  
HOUSTON, TX 77057

THE CITY OF  
**EDINBURG**

Wastewater Plant Clarifier Rehabilitation  
City of Edinburg

OVERALL SITE PLAN

DRAWING NO.

**C5**

SHEET 6 of 7





**AMERICAN WATER SERVICES LLC**

2120 E. Richardson Rd  
Edinburg, Texas 78542

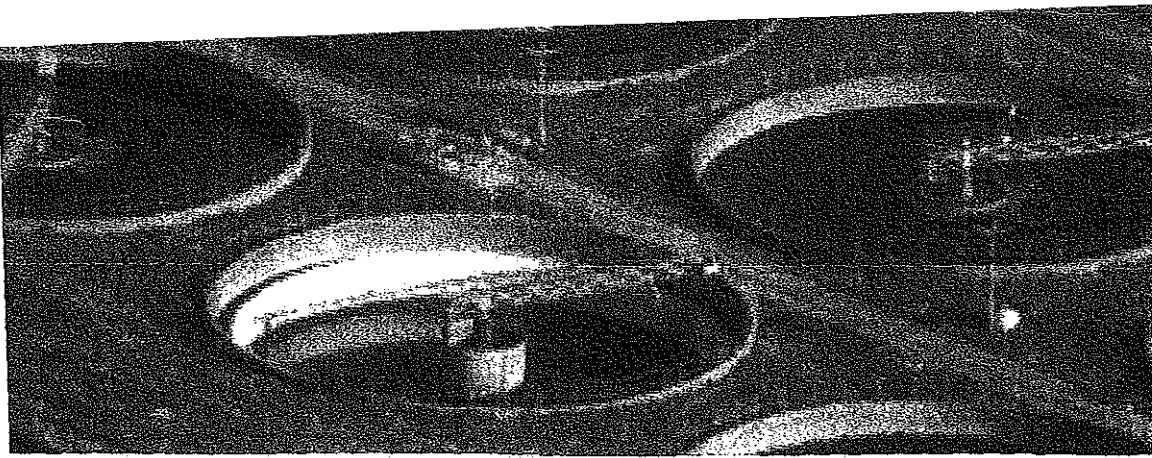
Office: 956-383-3155  
Cell: 956-578-9910

To who may concern:

American Water Services LLC is offering an alternative clarifier drive unit made by SIEMENS. This product will be equivalent to the indicated specs from the Monroe factory.

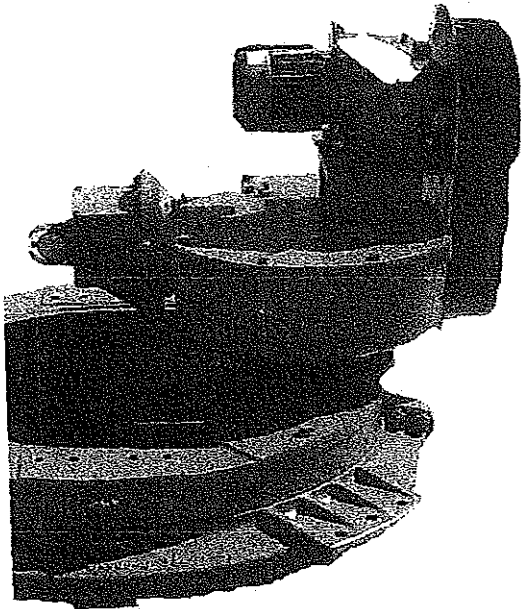
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Roberto Quiroz



# CLARIFIER DRIVE REBUILD

IT DRIVES YOU CAN  
D ON WHEN DOWN TIME  
AN OPTION



- New units in stock for immediate delivery
- Discounted Price
- One year warranty
- Quick & trouble-free drive replacement
- Onsite inspection and free services

## SIEMENS

2607 N. Grandview Blvd  
Suite 130  
Waukesha, WI 53189  
[www.siemens.com/envirex](http://www.siemens.com/envirex)

511.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

American Water Services LLC  
Edinburg, TX United States

Certificate Number:  
2017-169403

Date Filed:  
02/21/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-17  
Wastewater Plant Clarifier Rehabilitation

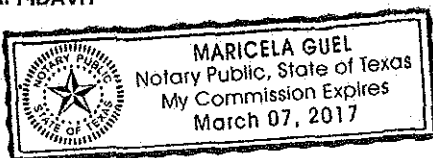
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Roberto Quiroz*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Roberto Quiroz this the 23 day of Feb, 2017, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Maricela Guel  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 9567029002      956-702-9344 <b>ACCESS INSURANCE AGENCY</b> 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	<b>CONTACT NAME:</b> RINA R CASAS <b>PHONE (A/C, No, Ext):</b> 9567029002 <b>FAX (A/C, No):</b> 956-702-9344 <b>E-MAIL ADDRESS:</b> AINSURANCE1@RGV.RR.COM <hr/> <table style="width:100%;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> MESA UNDERWRITERS SPECIALTY</td> <td></td> </tr> <tr> <td><b>INSURER B:</b> PROGRESSIVE</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> TEXAS MUTUAL</td> <td></td> </tr> <tr> <td><b>INSURER D:</b> UNDERWRITERS AT LLOYD'S, LONDON</td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> MESA UNDERWRITERS SPECIALTY		<b>INSURER B:</b> PROGRESSIVE		<b>INSURER C:</b> TEXAS MUTUAL		<b>INSURER D:</b> UNDERWRITERS AT LLOYD'S, LONDON		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> 9563833155      9563835919 <b>ROBERTO QUIROZ</b> <b>AMERICAN WATER SERVICES, LLC</b> 2120 E RICHARDSON RD EDINBURG, TX 78542															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		MP0042027002785	12/02/2016	12/02/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>		03520406-6	07/22/2016	07/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY					
<b>C</b>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR		0001229492	09/28/2016	09/28/2017	EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>Y/N</b> <input checked="" type="checkbox"/> <b>N/A</b>				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
<b>D</b>	<b>COMMERCIAL BUILDING</b>		TCN085391	06/15/2016	06/15/2017	\$135,000      \$1000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF EDINBURG PO BOX 1079 EDINBURG TX 78539 BID#2017-67	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> <b>AUTHORIZED REPRESENTATIVE</b>
--	---

# Western Surety Company

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71878162

That we, American Water Services, LLC.

\_\_\_\_\_ of the City of Edinburg, State of Texas,  
as Principal, and WESTERN SURETY COMPANY, a corporation, as Surety, are held and firmly bound unto  
City of Edinburg, Texas

\_\_\_\_\_, hereinafter called the Obligee, in the sum of  
5% of G.A.B. Dollars (\$ 5% of G.A.B. ),  
for which payment the Principal and Surety bind themselves by these presents.

WHEREAS, the Principal is herewith submitting a proposal to Bid No. 2017-67  
Wastewater Plant Clarifier Rehabilitation

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall be awarded the contract, the Principal will enter into a contract and give bond for the faithful performance of the contract, than this obligation shall be null and void, otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former. In no event shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount stated above.

Dated this 21st day of February, 2017.

American Water Services, LLC.

Principal

Countersigned (where required)

WESTERN SURETY COMPANY

Principal

By \_\_\_\_\_ Resident Agent

By Omar Villarreal

### ACKNOWLEDGMENT OF SURETY

STATE OF Texas

COUNTY OF Cameron } ss

On this 17th day of FEBRUARY, 2017, before me, the undersigned officer, personally  
appeared Omar Villarreal who acknowledged himself to be the  
Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation, and that he as such  
(Official Title or Attorney-in-Fact)

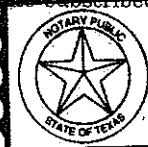
☐ Officer ☒ Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself as such ☐ Officer ☐ Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

My commission expires

Dec. 28, 2020

Form 392-5-2000



APOLONIO VILLARREAL  
Notary ID # 5040680  
My Commission Expires  
December 28, 2020

Apolonio Villarreal  
Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Omar Villarreal, Individually**

of Harlingen, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota  
County of Minnehaha

} ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

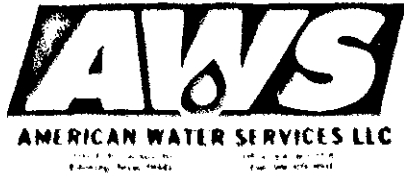
**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





Friday, March 10, 2017

To may concern.

This letter is to inform a couple of details and comments on the project of the Waste Water Plant Clarifier Rehabilitation (Bid number 2017-67). The "Catwalk" and the "Center Pier" items will be coated with epoxy, based on the specifications requested. The original and final price for the project# 2017-67 is including the epoxy coatings. If you have any questions please, do not hesitate and contact Mr. Roberto Quiroz (Owner).

A handwritten signature in black ink, reading "Roberto Quiroz", is written over a horizontal line.

Roberto Quiroz

**ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS**  
**BOOKLET**

BIDDERS BOND in the amount of \$ 265,000.<sup>00</sup> (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

Item No.	Estimated Quantity	Unit	Item Description	Bid Amount
1	1	Ls	Mobilization	\$ - 0 -
2	1	Ls	Demolish and dispose Existing Clarifier including all components (metal, electrical and concrete)	\$ 8,000. <sup>00</sup>
3	1	Ls	Provide and install a new complete clarifier including electrical, mechanical and civil components	\$ 237,000. <sup>00</sup>
4	260	Sy	Epoxitec Uroflex Coating (2 coats with a minimum of 20 mil/per coat) (equal or better)	\$ 20,000. <sup>00</sup>

**TOTAL: IMPROVEMENTS**  
(Items 1- 4)

\$ 265,000.<sup>00</sup>

The Number of Calendar days to complete contract 180.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 180 Calendar Days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1	2/16/2017	Fab Tech wms
ADDENDUM No. 2	2/21/2017	Fab Tech wms
ADDENDUM No. 3		
ADDENDUM No. 4		
ADDENDUM No. 5		

Respectfully Submitted:

DATE: 2/21/2017

BY: Laurel Fracaro  
(Signature)

Laurel Fracaro  
(Type or Print Name)

Sales Manager  
(Title)

Fab Tech WWS  
(Company)

865 Midpoint dr.  
(Address)

O'Fallon, Mo 63366  
(City, State, Zip)

314.223.6473  
(Phone Number)

262.292.5188  
(Fax Number)  
(Seal - If Bidder is a Corporation)



REQUEST FOR BIDS  
ADDENDUM NUMBER ONE (1)

DATE: February 16, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda issued in respect to this project shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

Bid Opening Date:

- The bid opening has changed from February 20, 2017 to **February 27, 2017 @ 3:00 p.m.**, location will be 2<sup>nd</sup> Floor Utilities Administration Conference Room.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: Laurel Fracaro TITLE: Sales Manager

COMPANY NAME: Fab Tech WWS

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

Lorena Fuentes, Purchasing Agent





REQUEST FOR BIDS  
ADDENDUM NUMBER TWO (2)

DATE: February 21, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG  
BID OPEN: 3:00 P.M. (Central Time), February, 27 2017

The following corrections and directives shall become part of the Proposal, Contract Documents and Specifications for **BID NO. 2017-67 – WASTEWATER PLANT CLARIFIER REHABILITATION**

**SPECIFICATIONS**

Revision: Bid Proposal Sheet C-2 language revised from "ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS BOOKLET" to "ORIGINAL BID PROPOSAL"

**PLANS**

Revision: Plan Sheet C1, C5 & C6 revised to reflect proper materials and specifications.

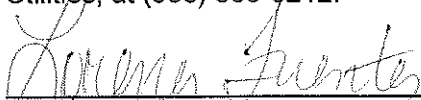
Addition: Note 19 added to Plan Sheet C1.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: Laurel Fracaro TITLE: Sales Manager

COMPANY NAME: Fab Tech WWC

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.



Lorena Fuentes, Purchasing Agent



## BID BOND

**KNOW ALL MEN BY THESE PRESENTS:** That we, **Fabtech Waste Water Solutions LLC**

865 Midpoint Dr O'Fallon MO 63366

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Missouri

\_\_\_\_\_, as Surety, are held and firmly bound unto the  
City of Edinburg Utilities Department 2nd Floor 415 West University Dr Edinburg TX 78541

as obligee, in the sum of **Two Hundred Sixty Five Thousand Dollars**

\$265,000 DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:  
Remove and Repair Clarifier located at Edinburg TX WWTP 1202 N "M" Road Edinburg TX 78539

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 23rd day of February, 20 17

*John E. King*

**Witness**

Roger Roderick

By

**Employers Mutual Casualty Company**

## Surety

By:

### Attorney-in-Fact

**Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.**



P.O. Box 712 • Des Moines, IA 50306-0712

No. B37159

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:  
JEFFREY S. HUG

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding One Million Dollars.....\$1,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

**AUTHORITY FOR POWER OF ATTORNEY**

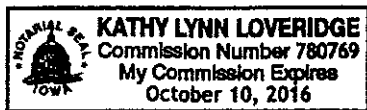
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

14th day of OCTOBER, 2015.

Seals



Bruce G. Kelley  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

Michael Freel  
Michael Freel  
Assistant Vice President

On this 14th day of OCTOBER AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge  
Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on OCTOBER 14, 2015 on behalf of:  
JEFFREY S. HUG

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of February, 2017.

J. D. Clough Page 127 Vice President



# Sales Quote

## FAB TECH WASTEWATER SOLUTIONS LLC

865 Midpoint dr  
O'Fallon Mo. 63366  
(314) 223-6473  
[laurel.fracaro@fabtechwws.com](mailto:laurel.fracaro@fabtechwws.com)

**Quotation NO.** QFT-40144  
**DATE** 2/21/2017  
**CUSTOMER ID** Montrose, CO

**TO: City of Montrose**  
Montrose WWTP  
3315 N. Townsend Ave  
Montrose, CO 81401

JOB: Montrose, CO		PAYMENT TERMS	
		Net 30	
DESCRIPTION	QUANTITY	AMOUNT	TOTAL
WWTP Clarifier # 2 Coating Project	1.00	\$135,000.00	\$135,000.00
			\$0.00
			\$0.00
SEE ATTACHED SPECIFICATIONS			\$0.00
			\$0.00
Lead Time 2-3 weeks			\$0.00
			\$0.00
			\$0.00
TOTAL DUE			\$135,000.00

*Make all checks payable to FAB TECH WASTEWATER SOLUTIONS LLC. THANK YOU FOR YOUR BUSINESS!*

QUOTE VALID FOR 30 DAYS



## Our Mission

Our mission is simple: to design, upgrade and re-build wastewater treatment facilities that preserve and protect the world's water supply. Fab Tech Wastewater solutions personal goal is to achieve greatness every time we execute a project. We promise to treat our clients with the best service and the fairest prices in the industry. **ALL JOBS BELOW COMPLETED WITHIN LAST 5 YEARS**

Job Name	Superintendent/ Supervisor	Contact Info
Duckett Creek WWTP	Rick Higgins 636-441-1244	
Complete clarifier rebuilds and upgrade adding full radius skimming and drive rebuilding on two complete 110ft clarifiers		
City of St. Peters WTP	Bill Malich 636-477-6600 / Rob Hamlin 636-477-6600	
Complete flocculator design, manufacture and installation.		
City of St. Charles WTP	Brad Morse 636-949-3244	
Complete removal and installation of existing 100 ft clarifier new circular trough system all manufactured by Fab Tech.		
City of Odessa, TX	Ben Jordan 432-559-3045	
Complete design, built and install of (1) 120' diameter scraper clarifier. Original brand National Hydro		
Libertyville Illinois	Steve Vella 847-918-2097	
Complete rehabilitation of (1) 75 foot clarifier including brand new: scum trough, lower scrapers, skimming arms, and drive rebuild. Also blast and paint of remaining clarifier equipment and installation.		
Flowermound Texas	Jim Blackwell 972-874-6407	
Complete clarifier rebuild with new skimming mechanism and drive rebuild		

Job Name	Superintendent/ Supervisor	Contact Info
Kansas City DAF Unit 1 & 2	Hans Newsome 816-513-7225	
Fab Tech Wastewater Solutions conducted a full rebuild of the dissolved air filtration units for the Kansas City water and pollution department. Fab Tech followed up by rebuilding an identical unit on the same site.		
MSD Grand Glaize	Jon Winslow 636-861-6777	
Emergency Repairs were conducted on the Grand Glaize clarifier including a completely new skimmer, A frames, scum blade and flushing device		
O'Fallon, MO	<a href="mailto:rstephan@ofallon.mo.us">rstephan@ofallon.mo.us</a> Rick Stephen	
Fab Tech Wastewater Solutions completely rehabilitated (2) clarifiers for the Duckett Creek Sanitary district. The first clarifier was a 75 foot ducking skimmer style clarifier and the second an 80 foot suction pipe style		
PCA Filer City, MI	Sara Kaltunas 231-723-9951 ext 465	
Complete Rehabilitation of (1) 75 suction header clarifier.		
Tyson Foods Sedalia, MO	Wendell Dawson 660-826-3233	
Design, built and install (1) 115' suction header clarifier.		
Libertyville Illinois	Steve Vella 847-918-2097	
Complete rehabilitation of (1) 75 foot clarifier including brand new: scum trough, lower scrapers, skimming arms, and drive rebuild. Also blast and paint of remaining clarifier equipment and installation.		

COPY

**BID PROPOSAL FORM**  
BID NO. 2017-67  
WASTEWATER PLANT CLARIFIER REHABILITATION  
EDINBURG, TEXAS

MR. ARTURO MARTINEZ  
DIRECTOR OF UTILITIES  
CITY OF EDINBURG  
415 W. UNIVERSITY DRIVE  
EDINBURG, TEXAS 78541

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the fifteen (15) days after Notice of Award, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bids.

ORIGINAL BID PROPOSAL

BIDDERS BOND in the amount of \$ \_\_\_\_\_, (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**  
For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

Item No.	Estimated Quantity	Unit	Item Description	Width & Depth	Bid Amount
1	1	Ls	Mobilization		\$ 10,000.00
2	1	Ls	Demolish and dispose Existing Clarifier including all components (metal, electrical and concrete)		\$ 11,500.00
3	1	Ls	Provide and Install a new complete clarifier including electrical, mechanical and civil components		\$227,250 <sup>00</sup>
4	260	Sy	Epoxitec Uroflex Coating (2 coats with a minimum of 20 mil/per coat) (equal or better)		\$ 32,500.00
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____

**TOTAL: IMPROVEMENTS**  
(Items 1- 4 )

\$281,250.00<sup>N.D.</sup>

Two hundred Eighty One thousand two hundred fifty and zero Cents

The Number of Calendar days to complete contract 180.

C-2

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 180 Calendar Days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1	FEBRUARY 16, 2017	WOODS DAVIS
ADDENDUM No. 2	FEBRUARY 21, 2017	WOODS DAVIS
ADDENDUM No. 3		
ADDENDUM No. 4		
ADDENDUM No. 5		

Respectfully Submitted:

DATE: 02/27/17

BY: 

(Signature)

WOODS DAVIS

(Type or Print Name)

PRESIDENT

(Title)

FERGUSON SERVICE SYSTEMS, INC.

(Company)

19 CORTEZ

(Address)

RANCO VIEJO, TEXAS 78575

(City, State, Zip)

956-350-9300

(Phone Number)

956-350-8445

(Fax Number)

(Seal - If Bidder is a Corporation)

1. ALL CONSTRUCTION TO BE COORDINATED WITH CITY OF EMBURG.
2. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH CITY OF EMBURG UTILITY DEPARTMENT THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPIDE CITY OF EMBURG UTILITY DEPARTMENT'S CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAINING HIS EMPLOYEES AND SUBCONTRACTORS IN THE RECOGNITION AND AVOIDANCE OF UNSAFE CONDITIONS AND IN THE REGULATIONS AND HAZARDOUS WARE APPLIED TO WORK IN HIGHLY CONFINED SPACES.
4. ALL SAFETY CONSPIRACIES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION OF PERSONS AND PROPERTY, AND FOR PROVIDING THE NECESSARY GUARDING THROUGHOUT THE WORK PROGRESS. ALL AREAS ADJACENT TO THE CONTRACTOR AREA, AS AFFECTED BY THE WORK, SHALL BE PROTECTED FROM DAMAGE, CLEANED AND RESTORED TO THE ORIGINAL CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL CLEARANCES AND PERMITS AS NECESSARY, AND FOR THE COST OF SUCH CLEARANCES AND PERMITS.
6. WORK AREAS SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND NON - HAZARDOUS MATERIAL TO THE SATISFACTION OF THE CITY OF EMBURG. THE CONTRACTOR SHALL MAINTAIN SECURE STORAGE OF MATERIALS. HAZARDOUS MATERIALS SHALL BE STORED IN THE CITY OF EMBURG AFTER PROGRESS OF THE PROJECT TO COMPLETION. THE SITE SHALL BE CLEANED UP TO ITS ORIGINAL CONDITION PRIOR TO THE PROJECT TO THE SATISFACTION OF THE CITY OF EMBURG.
7. THE SEQUENCE OF CONSTRUCTION SHALL BE SCHEDULED AND COORDINATED WITH THE CITY OF EMBURG. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS AND SHALL PERFORM FIELD MEASUREMENTS PRIOR TO ALLOCATION AND/OR PURCHASE OF ANY MATERIAL, AND SHALL CONTACT THE OWNER SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT. CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE RISK OF THE CONTRACTOR.

- [illegible]

## 2. HALF BRIDGE SCRAPER CLARIFIER NOTES

1. OPERATOR SHALL SUBMIT TO THE CITY OF EDINBURGH/ENGINEER SHOP DEMANDS AND PRODUCT DATA.
2. OPERATING AND MAINTENANCE INSTRUCTIONS SHALL BE FURNISHED. THE INSTRUCTIONS SHALL BE PROVIDED SPECIFICALLY FOR THIS INSTALLATION AND SHALL INCLUDE ALL REQUIRED CLIPS, DRAWINGS, SCHEMATIC, AND PARTS LIST. THE INSTRUCTIONS SHALL BE PROVIDED IN A MANNER THAT IS EASY TO UNDERSTAND WITH SUCH EQUIPMENT.
3. A REPRESENTATIVE WHO HAS COMPLETE KNOWLEDGE OF PROPER OPERATION AND MAINTENANCE SHALL BE PROVIDED FOR ONE DAY TO INSTRUCT REPRESENTATIVES OF THE OWNER AND THE ENGINEER ON PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT. THIS WORK MAY BE DONE IN CONJUNCTION WITH THE INSTALLATION.
4. THE MISC FACILITY WILL HAVE THE MANUFACTURING AND ASSEMBLY OF THE EQUIPMENT IS TO TAKE PLACE. HAS PROVIDED AND TO BE PROVIDED WITH THE FOLLOWING: PROPER DOCUMENTATION OF THE FACILITY'S ISO 9001 & ISO 14001 CERTIFICATION TO THE OWNER.
5. END SET OF ALL SPECIAL TOOLS REQUIRED FOR NORMAL OPERATION / MAINTENANCE SHALL BE PROVIDED.
6. ALL PARTS AND COMPONENT PARTS SHALL BE PROVIDED AND LABELED.
7. STRUCTURAL VIBRATION

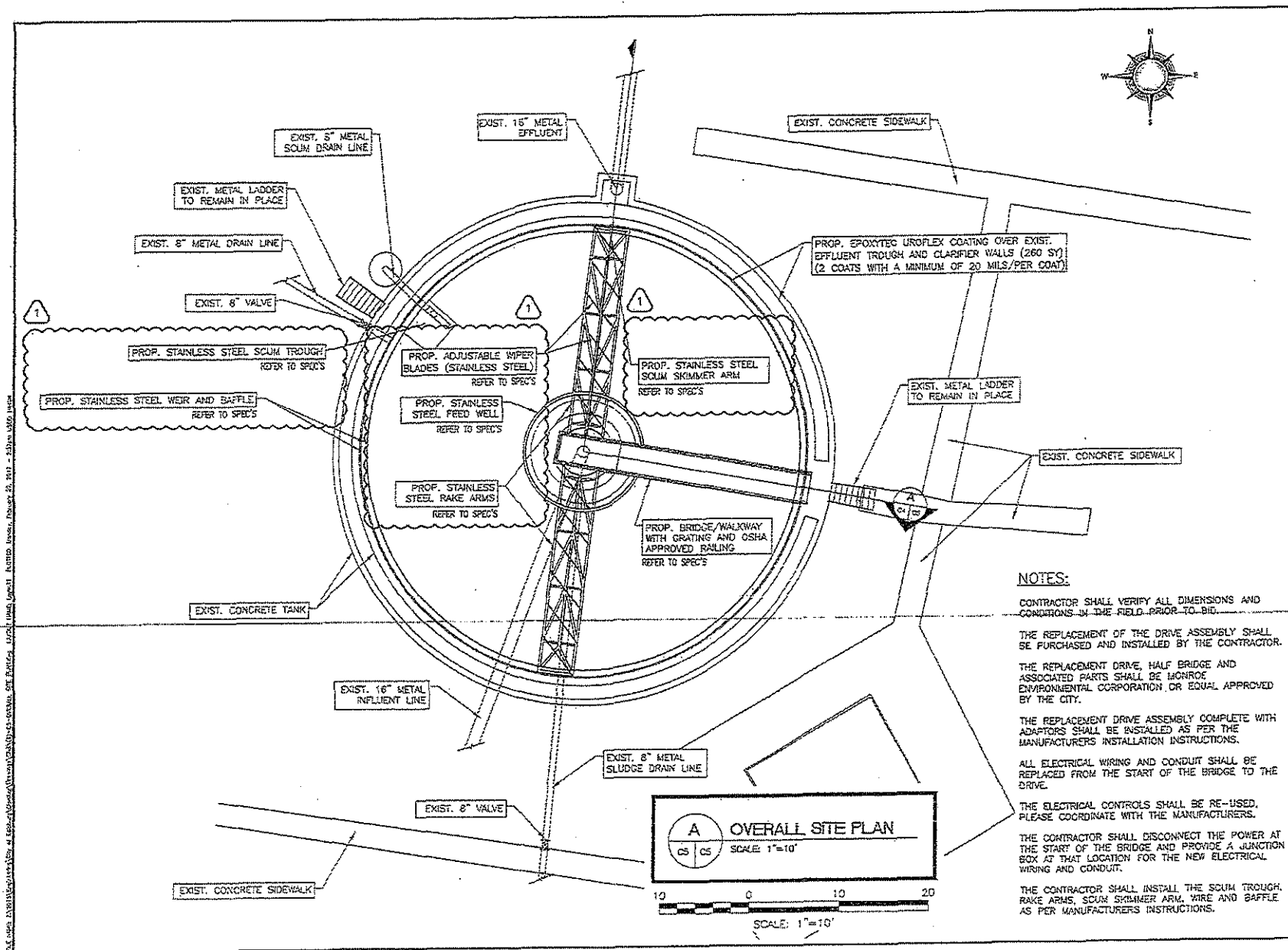
6. CENTER PIER, ADDRESS BRIDGE, WALKWAY & DRIVE PLATFORM STEEL COMPONENTS SHALL CONFORM TO ASTM 36, 3/4" MIN. CARBON STEEL.
7. SUMMER APRON, CENTER CASE, INFLUENT RECEPTACLE, SURFACE DRAIN, SCUM BAY, EFFLUENT WEIR, AND SOLIDS SAMPLE COMPONENTS SHALL CONFORM TO ASTM 304, 1/2" STAINLESS STEEL.
8. ALL WELDING TO CONFORM TO AMERICAN WELDING SOCIETY STANDARD AWS D1.1, STRUCTURAL SUPPORT MEMBERS SHALL BE OF THE SHIP WELD FOR BOLTED FIELD JOINTS, A NORMAL AMOUNT OF FIELD WELDING SHALL BE REQUIRED.
9. DESIGN COMPONENTS JOINT THAT STRESSES DEVELOP DO NOT EXCEED ALLOWABLE STRESSES, AS DEFINED BY CURRENT ASME STANDARDS WHEN DESIGNED FOR THE ASMA RATED TORQUE.
10. DRIVE MECHANISM:
- a. GENERAL:
- THE DRIVE MECHANISM SHALL CONSIST OF AN ELECTRIC MOTOR, PRIMARY REDUCTION UNIT, AND AN ENCLOSED FINAL REDUCTION UNIT, CONSISTING OF A PINION AND AN INTERNAL TOOTH GEAR. THE DRIVE UNIT OUTPUT TORQUE SHALL BE LIMITED BY A TORQUE OVERLOAD PROTECTION DEVICE.
- b. PRIMARY REDUCTION UNIT:
- THE PRIMARY REDUCTION UNIT SHALL BE LOCATED ON THE TOP OF THE FINAL REDUCTION UNIT.
  - THE L10 LIFE OF THE PRIMARY GEARBOX BEARINGS SHALL BE IN EXCESS OF 100,000 HOURS.
  - RESIDUAL STRESS SHALL BE LOWER THAN THE ASMA S400 FOR L10 WEAR LIFE.
  - THE PRIMARY REDUCTION UNIT SHALL BE FACTORY COATED WITH TWO-PART EPOXY PAINT FOR HIGH CORROSION RESISTANCE PROTECTION.
  - THE PRIMARY REDUCTION UNIT SHALL BE COUPLED TO THE FINAL REDUCTION UNIT BY A SHAFT PIN COUPLING. THE FINAL REDUCTION GEARBOX UNIT SHALL BE OF A SPURT GEAR PLANETARY TYPE DESIGN.
- c. DRIVE MOTOR:
- THE DRIVE MOTOR SHALL BE NEMA & OVERLOAD, VOLT, 115 SERVICE FACTOR, CLASS F INSULATION.
- d. OVERLOAD DEVICE:
- THE OVERLOAD PROTECTION DEVICE SHALL HAVE TWO INDEPENDENT SWITCHES, WHICH MAY ENGAGED AT ALARM OR STOP WHEN THE LOAD ON THE MECHANISM APPROACHES OVERLOAD, AND SHALL BE OPERATED BY A MOTOR COUPLED TO AN OVERLOAD COUPLING, THE COUPLING SHALL BE OF THE TYPE OF A HORN OR WORM.

6. SCRAPPER ARM
  - a. HEAVY-DUTY SCRAPPER ARM EXTENDED FROM THE CENTER DRIVE SHAFT TO THE BUSH
  - b. SIDEWALLS SHALL BE INCLUDED. THEY SHALL BE ATTACHED TO AND ROVED BY THE CENTER CASE
  - c. SCRAPPER ARM SHALL BE DESIGNED TO ALLOW FOR PEAK TORQUE. THE SLUDGE RINGS SHALL BE DESIGNED WITH OVERLAPPING SCREWDRIVER JOINTS THAT CONTINUOUSLY RAKE THE BOTTOM OF THE CENTER DRIVE
  - d. ALL SLUDGE RING STRUCTURAL MATERIALS TO BE A MINIMUM OF 1/4" THICK A304 STAINLESS STEEL. THE SCRAPPER ARM DESIGN SHALL INCLUDE PROVISIONS FOR ADJUSTMENT AT INSTALLATION TO SUIT THE FLOOR. SLUDGE RAKE SCRAPPER BLADES TO BE DESTRUCTURED OF 3/16" STAINLESS STEEL
7. CENTER CASE
  - a. CENTER CASE TO BE ALL-WELDED CONSTRUCTION MADE UP OF STRUCTURAL STAINLESS STEEL MEMBERS CONFORM TO ASTM A304, HAVING A MINIMUM THICKNESS OF 1/2"
  - b. CASE MOUNTED AT THE BASE OF THE SCRAPPER ARM. CASE THROUGHOUT THE CASE THROUGHOUT ADJUSTABLE GALVANIZED CLOSURES AVAILABLE WITH LOCKWASHERS INCLUDING NO-BEAR SUPPORTS
8. INFLUENT FEEDWELL
  - a. THE FEEDWELL SHALL BE SUPPORTED BY STAINLESS STEEL BRASS SUPPORTS ATTACHED TO THE BOTTOM OF CENTER DRIVE AND FABRICATED OF 3/16" STAINLESS STEEL PLATE SECTIONS WITH BOLTED CONNECTIONS
  - b. FEEDWELL REINFORCING BAR ANGLES, ANGLE STEPPERS AND SUPPORTING BACKINGS SHALL BE STRUCTURAL STEEL CHANNELS, A MINIMUM OF FOUR (4) PER FEEDWELL AND 6 (6) PER LIFT. LIFT SHALL BE PROVIDED EQUALLY SPACED AROUND THE FEEDWELL PERMISSIBLE TO ALLOW SOLIDS TO GOOT FROM THE FEEDWELL AT WATER LEVEL. SOLID PORTS SHALL BE FREE TO ALLOW SOLIDS TO ESCAPE AT ANY TIME
  - c. FEEDWELL TO BE DESIGNED TO WITHSTAND ALL LOADINGS OF INFLUENT WITH MINIMAL DEFLECTION. REACTION WALL TO BE SHIPPED IN LARGEST PRACTICAL SECTIONS. FEEDWELL SECTIONS TO BE

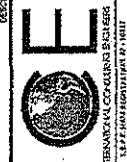
- [illegible]

**Towacall**  
Know where to go.  
Call before you die.

CALL 811 BEFORE YOU DIG



CONSULTANT'S SHEET  
PROJECT NO.



THE CITY OF  
**EDINBURG**

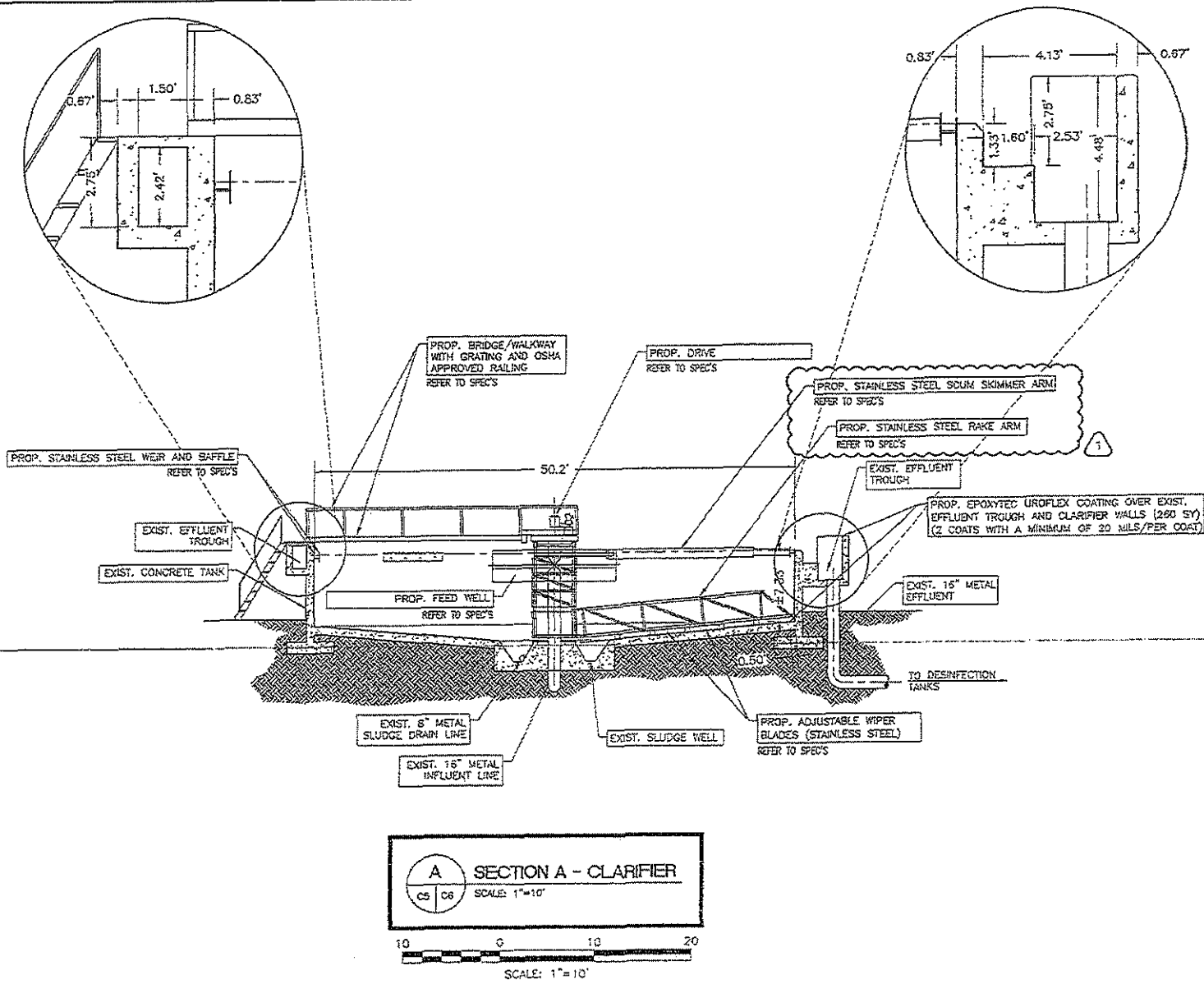
Wastewater Plant Clarifier Rehabilitation  
City of Edinburg  
OVERALL SITE PLAN

DATE: 2/20/2017  
BY: [Signature]  
DRAWING NO. **C5**  
SHEET 6 of 7

**NOTES:**

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO BID.
- THE REPLACEMENT OF THE DRIVE ASSEMBLY SHALL BE PURCHASED AND INSTALLED BY THE CONTRACTOR.
- THE REPLACEMENT DRIVE, HALF BRIDGE AND ASSOCIATED PARTS SHALL BE MONROE ENVIRONMENTAL CORPORATION OR EQUAL APPROVED BY THE CITY.
- THE REPLACEMENT DRIVE ASSEMBLY COMPLETE WITH ADAPTORS SHALL BE INSTALLED AS PER THE MANUFACTURERS INSTALLATION INSTRUCTIONS.
- ALL ELECTRICAL WIRING AND CONDUIT SHALL BE REPLACED FROM THE START OF THE BRIDGE TO THE DRIVE.
- THE ELECTRICAL CONTROLS SHALL BE RE-USED, PLEASE COORDINATE WITH THE MANUFACTURERS.
- THE CONTRACTOR SHALL DISCONNECT THE POWER AT THE START OF THE BRIDGE AND PROVIDE A JUNCTION BOX AT THAT LOCATION FOR THE NEW ELECTRICAL WIRING AND CONDUIT.
- THE CONTRACTOR SHALL INSTALL THE SCUM TROUGH, RAKE ARMS, SCUM SKIMMER ARM, WIRE AND BAFFLE AS PER MANUFACTURERS INSTRUCTIONS.

IF SHOWN, ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.



CONSULTANT'S SHEET		PROJECT NO.		DATE	
ICE		ICE		ICE	
THE CITY OF		EDINBURG		CROSS SECTION	
Wastewater Plant Clarifier Rehabilitation		City of Edinburg		DRAWING NO.	
C6		C6		SHEET 7 of 7	



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. PH2247

KNOW ALL MEN BY THESE PRESENTS, that we

**FERGUSON SERVICE SYSTEMS, INC. , 19 Cortez Avenue , Rancho Viejo, TX 78575**

as Principal, hereinafter called the Principal, and

**Philadelphia Indemnity Insurance Company , One Bala Plaza, Suite 100 , Bala Cynwyd, PA 19004**

a corporation duly organized under the laws of the Commonwealth of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto

**City Of Edinburg , 415 West University Dr. , Edinburg, TX 78541**

as Obligee, hereinafter called Obligee, in the sum of

**Five Percent of the Greatest Amount Bid Dollars ( 5.00% ).**

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Wastewater Plant Clarifier Rehab Bid #2016-17**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of February , 2017 .

(Witness)

**FERGUSON SERVICE SYSTEMS, INC.**  
(Principal) (Seal)  
(Title)

(Witness)

**Philadelphia Indemnity Insurance Company**  
(Surety) (Seal)  
Fred A. Thetford, III , ATTORNEY-IN-FACT

## PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young and Fred A. Thetford, III of Contract Bond Agency, LLC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

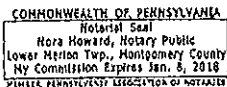
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of February, 2017.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

## IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call the Surety's toll free telephone  
number for information or to make a  
complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity  
Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

You may contact the Texas Department of  
Insurance to obtain information on  
companies, coverage, rights or complaints  
at:

**1-800-252-3439.**

You may write the Texas Department of  
Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should  
you have a dispute concerning your  
premium or about a claim, you should  
contact the Surety first. If the dispute is not  
resolved, you may contact the Texas  
Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does  
not become a part or condition of the  
attached document.

## ADVISO IMPORTANTE

Para obtener informacion o para someter una  
queja: Usted puede llamar al numero de  
telefono gratis de para informacion o para  
someter una queja al:

**1-877-438-7459**

Usted tambien puede escribir a Philadelphia  
Indemnity Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener informacion  
acerca de companias, coberturas, derechos  
o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros  
de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O  
RECLAMOS:** Si tiene una disputa  
concerniente a su prima o a un reclamo,  
debe comunicarse con el Surety primero. Si  
no se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este  
aviso es solo para proposito de informacion  
y no se convierte en parte o condicion del  
documento adjunto.

## CONTRACTOR'S

### PRE-BID DISCLOSURE STATEMENT

All questions must be answered or your bid may be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional relevant information he desires.

1. This Pre-Bid Disclosure Statement is submitted to the Brownsville Public Utilities Board by:  
**FERGUSON SERVICE SYSTEMS, INC.**

a Corporation X, a Partnership \_\_\_\_, a Texas Joint Venture, \_\_\_\_, or an Individual \_\_\_\_.  
Address: **P0 BOX 1177, OLMITO, TX 78575**  
Phone: **956-350-9300**

2. Years in business under present business name: 44

3. Years of experience in construction work of the type called for in this Contract as: A General Contractor 20, A Subcontractor \_\_\_\_

4. What project has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owners Name & Address	Amount
N/A	Town of Combes Lift Station Rehabilitation	January 2017	Town of Combes Combes, TX 78535	\$194,600.00
N/A	BPUB Clarifier Launder Covers for the NWWTP	November 2016	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$782,200.00
N/A	BPUB Rehab & Expansion L.S. 7,18,42	October 2016	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$853,000.00
N/A	BPUB FM511/802 Sanitary Sewer Improvements Phase 3	February 2016	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$1,265,000.00
N/A	Las Rusias MF/RO 2.0 MGD WTP	December 2015	Military Highway Water Supply Las Rusias, TX	\$4,900,000.00
61531	SRWA/BPUB 10MGD MF & RO Expansion	November 2015	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$7,016,295.00
N/A	2.0 MGD Joines Rd Water Treatment Plant	October 2015	Military Highway Water Supply PO Box 250 Progreso, TX 78579	\$5,491,250.00
N/A	Microfiltration Project	July 2014	Laguna Madre Water District, 105 Port Rd. Port Isabel, TX 78578	\$2,100,000.00
05-12-C15-137	McAllen Miller Int'l Airport Storm Water Pump Station Upgrade	August 2013	City of McAllen P.O. Box 220, McAllen, TX 78505-0220	\$385,320.00

N/A	SP6 Regional LS 64 Upgrade & FM 802 Gravity Sewer	July 2013	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$990,000.00
N/A	E4 - LS#48 Rehabilitation Brownsville TX	October 2012	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$501,000.00
N/A	E1 - Downtown LS & Forcemain Brownsville TX	September 2012	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$2,934,309.00
N/A	9A - LS 49,61,73-76 & 79 Rehabilitation Brownsville TX	March 2012	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$2,347,611.00
N/A	2.0 MGD Expasion of WWTP including clarifiers, digester, Chlorine contact Raw water intake	November 2010	Valley Mud#2 Rancho Viejo, TX 78575	\$950,000.00
N/A	Texas Construction of Packaged Wastewater Treatment System	November 2010	La Joya ISD, 200 West Expressway 83, La Joya , TX 78560	\$655,409.75
N/A	Rehabilitation of LS No. 2	May 2010	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$135,091.08
N/A	Rehabilitation of LS No. 4	March 2010	Brownsville PUB, 1425 Robinhood, Brownsville, TX 78521	\$394,291.00

5. What projects does your organization have under way as of this date.

Contract	Type of Work	% Complete	Owners Name & Address	Amount
N/A	Port Mansfield Water Plant Rehabilitation	0%	Port Mansfield PUD 400 West Hidalgo Ave #200 Raymondville, TX 78580	\$581,000.00
10430	North Alamo L.S. A,B,C	46%	North Alamo Water Supply Corp Edinburg, TX 78542	\$1,200,700.00
N/A	Wastewater Treatment Plants Rehabilitation	19%	Laguna Madre Water District 105 Port Rd. Port Isabel, TX 78578	\$1,109,505.00

6. Have you ever failed to complete any contract work awarded to you?

\_\_\_ Yes ☒ No. If "Yes", state where and why.

7. Are you at present in any litigation/arbitration involving construction work of any type?

\_\_\_ Yes ☒ No. If "Yes", explain.

8. Explain in detail the manner in which you have inspected the Work and jobsite proposed in this Contract: **Visually inspected the site and took photo's.**

9. Explain in detail your plan or layout for performing the work proposed in this contract. See Attached Document.

10. If this contract is awarded to you, your company's office administrative manager for the work will be Ms. Claudia Garza and your resident construction superintendent will be Mr. Woods Davis.

11. What experience in this type of work does the individual designated as resident superintendent above have? He is the business owner and was the resident superintendent for all jobs listed above, including those completed for BPUB.

12. What portion of the work do you intend to subcontract? One Percent

13. What equipment do you own that is available for the proposed work?

Qty	Description	Condition	Service Years	Present Location
3	Case 580 Super M Backhoes	Excellent	2 to 3 years	San Benito, TX
1	Excavator - 330	Excellent	5-1/2 years	Port Isabel, TX
4	Enclosed job trailers	New – Good	½ to 2 ½ years	Various Sites
Varied	All power, hand & concrete finishing tools , compressors, sand blasting, traffic control, & safety equipment	Excellent – Good	New to 5 years	San Benito, TX

14. Have you received firm offers from suppliers or manufactures for all major items of material and/or equipment within the price totals used in preparing your proposal?  
X Yes, \_\_\_ No

15. Attach resumes for the principal members of your organization, including the officers as well as proposed superintendent for the project.

Credit Available: \$2,000,000.00 Bank Reference: Chase Bank, Merrill Lynch

Bonding Capacity Available: \$20,000,000.00

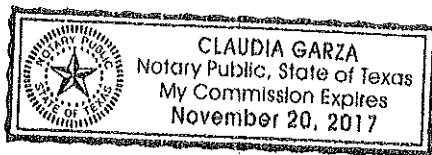
The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by either the Owner's Engineer or Owner in verification of the recitals comprising this Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this 27<sup>th</sup> day of February, 2017  
By: [Signature]  
Title President/Owner - FSSI

STATE OF: Texas  
COUNTY OF: Cameron

Subscribed and sworn to before me this 27<sup>th</sup> day of Feb., 2017.



[Signature]  
Notary Public  
My commission expires: 11/20/17



# CERTIFICATE OF LIABILITY INSURANCE

FERGU-1

OP ID: AD

DATE (MM/DD/YYYY)

09/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Shepard Walton King Ins Group* 1906B E. Tyler Harlingen, TX 78550 Josh Fields		<b>CONTACT NAME:</b> Josh Fields <b>PHONE (A/C, No, Ext):</b> 956-423-8755 <b>FAX (A/C, No):</b> 956-428-0730 <b>E-MAIL:</b> <b>ADDRESS:</b>	
<b>INSURED</b> Ferguson Service Systems, Inc. Mr. Woods Davis P O Box 1177 Olmito, TX 78575		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest National Ins. Company <b>INSURER B:</b> Foremost Insurance Company <b>INSURER C:</b> Texas Mutual Insurance Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22945	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CF4GL00321161	07/10/2016	07/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SCI03954106	11/20/2015	11/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CF4EX00222161	07/10/2016	07/10/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TSF0001180738	06/14/2016	06/14/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Josh Fields



# Ferguson Service Systems, Inc.

## Overall Company Information

**General Overview:** FSSI, established in 1959, is a specialty contractor providing turnkey services to the Municipal Water and Wastewater markets. The company has extensive experience with RO Plants, Surface Water Plants, Pump Stations, Well Sites, and Sewage Plant work. The Company typically acts as a general contractor providing fabrication, mechanical, electrical control and integration work as in-house trades. The Company has experience with utility pipelines including sewer, Force main, potable water including DI, CRCP, and C-900 etc.

**Financial:** FSSI is a privately held Texas Corporation owned by Mr. Woods Davis. FSSI has financial capabilities to handle projects to \$8,000,000.00 without third party influence. FSSI is Bonded Insured and has additional credit available through local banks

### **Personnel:**

#### **Woods Davis – Designation: Owner and President**

Mr. Davis holds a BS Degree in Aeronautical Mechanical, Management Engineering from Parks College St. Louis University and has over 30 years' experience in Process Design, Construction Assembly, and start-up of Water and Waste Water Treatment Plants, Pulp and Paper, Offshore Systems, etc. In 1998 Mr. Davis began transitioning his business from distribution to construction and from Montgomery County down to the Rio Grande Valley.

Woods has been the superintendent on all of the jobs listed in our "Construction Projects Completed in the Last 13 Year" table. He has always been able to perform the work while keeping the process operating.

## **FERGUSON SERVICE SYSTEMS, INC. ORGANIZATIONAL INFORMATION**

**General Overview:** FSSI, established in 1958, is a specialty contractor providing turnkey services to the Municipal Water and Wastewater markets. The company has extensive experience with RO Plants, Surface Water Plants, Pump Stations, Well Sites, and Sewage Plant work. The Company typically acts as a general contractor providing fabrication, mechanical, electrical control and integration work as in-house trades. The Company has experience with utility pipelines including sewer, Forcemain, Potable water including DI, CRCP, C-900 etc.

**Financial:** FSSI is a privately held Texas Corporation owned by Mr. Woods Davis. FSSI has financial capabilities to handle projects to \$8,000,000.00 without third party influence. FSSI is Bonded Insured and has additional credit available through local banks. See attached Financial Report & Insurance Certificate.

### **Personnel Resumes:**

#### **Woods Davis – Designation: Owner and President**

Mr. Davis holds a BS Degree in Engineering and has over 30 years' experience in Process Design, Construction Assembly, and start-up of Water and Waste Water Treatment Plants, Pulp and Paper, Offshore Systems, etc. In 1998 Mr. Davis began transitioning his business from distribution to construction and from Montgomery County down to the Rio Grande Valley.

Woods has been the superintendent on all of the jobs listed in our "Construction Projects Completed in the Last 20 Year" table. Specifically, in the last fifteen years he rebuilt lift station for the Cities of Edcouch, Brownsville, Rancho Viejo, Port Isabel, Los Indios, and Brownsville MUD, in addition to those needed for the Packaged Wastewater Treatment plants installed for La Joya ISD. During this time Woods has dealt with all of the problems associated with rebuilding lift stations. He has always been able to perform the work while keeping the process operating.

#### **Ramiro Garces – Designation: Superintendent**

Mr. Garces has worked as a carpenter/cement former for multiple years in the Rio Grande Valley area. Since he joined FSSI on July 2006, he has expanded his knowledge to include municipal plumbing, mechanical installation, etc. Ramiro has repeatedly proven to be a valuable asset. His ability to read plans and implement them is exceptional and he manages multiple projects at the same time. He is thorough, organized person, pays close attention to detail and demands quality work from his crew.

#### **Noe Garces – Designation: Superintendent**

Mr. Garces has been employed by FSSI since November 2007 after seeing his brother, Ramiro Garces gain skills and develop professionally with our company. He made an immediate impact and

quickly established his ability to manage work. He is able to assess and deliver solutions when they arise. He thinks through his tasks and is able to work through potential problems before they develop.

Noe put his past mechanical experience to use when he recently developed a Planned Maintenance System for FSSI. The plan addresses scheduled maintenance for both heavy and light equipment.

**Claudia Garza – Designation: Office Manager**

Claudia has been employed by FSSI since April 2011. She has over 10 years' experience on Finance/ Accounting office environment. Claudia brings to FSSI confidence on resolving and processing all the required documents for these types of contracts. For the past four years and half, she was able to prepare and furnish the certified payroll requested by Brownsville PUB on previous contracts and any additional documents requested by BPUB by using Sharepoint's Database.

**Technicians:**

Jorge Vasquez (Safety Coordinator): employed since July 2006

Javier Doria: employed since July 2008

Javier Mirales: employed since April 2009

# Ferguson Service Systems, Inc.

## Company Information Document

Main Office Mailing Address:

P.O. Box 1177  
Olmito, TX 78575

Main Office Physical Address:

19 Cortez Ave.  
Rancho Viejo, TX 78575

Main Office Numbers:

P: 956-350-9300  
F: 956-350-8445

Main Warehouse Physical Address:

427 Couch Rd.  
Olmito, TX 78575

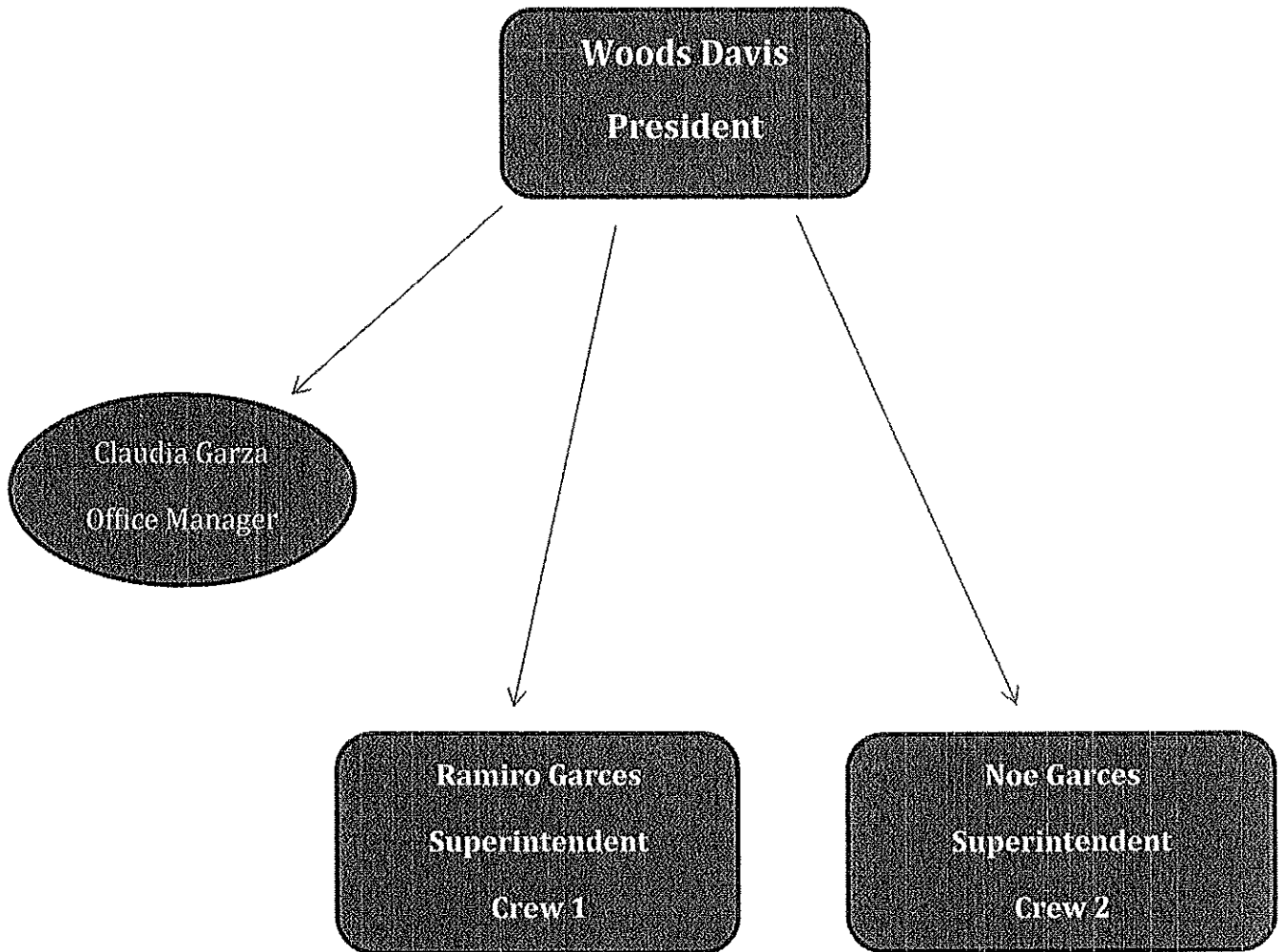
Main Contact Numbers:

Woods Davis - Owner & President  
C: 956-525-2060

Tax ID: 1-74-1760592-4

# *FERGUSON SERVICE SYSTEMS, INC.*

## FIELD ORGANIZATION CHART



## Ferguson Service Systems General Contractor Projects

Lake Mineral Wells, Texas Parks & Wildlife seven grinder stations, Lift Station and Fence	\$210,000.00
Study Butte, Texas Municipal RO System O.1 MGD Drinking Water Plant	\$170,000.00
Valley MUD No. 2, Municipal RO Plant, O.15 MGD NRS Engineers / Jesus Leal, Tel # 956/423-7409	\$500,000.00
Webb County Municipal RO Plant, 0.15 MGD	\$130,000.00
City of George West RO Systems, .5 MGD, 285,000 GST Othon, Inc., Houston, Tx. 713/975-8555 Municipal Drinking Water Plant	\$215,000.00
San Diego MUD No. 1 Municipal RO Plant 0.3 MGD Municipal Drinking Water Plant Coym, Rehmet & Gutierrez Engineering, Inc. Donald Rehmet, 361/991-8550	\$365,000.00
City of Evant, Tx. .1 MGD RO Plant Municipal Drinking Water Plant Willis Environmental Engineering, Inc. Myron Wier, 803/693-3566	\$225,000.00
Arroyo City Water Supply Corp., Arroyo City, Tx., Rehab 1. MGD Surface Plant, Booster Pump Station Elevated Storage Tank, NRS Engineers, Jesus Leal, Tel. # 956/423-7409	\$190,000.00
City of Malakoff, Waste Treatment Plant Improvements, New Clarifier, CL2 Etc.	\$210,000.00
Moody Gardens Aquarium, Life Support and Controls Of 2.0 MG Aquarium including 2700 Point A/B Control & SCADA, Ozone injection and production, Control of thirty filters and fifty pumps. Montgomery Watson, 713/850-0444	\$900,000.00
Valley MUD No. 2, Rancho Viejo, 1.0 MGD Surface Water Plant rebuild: Complete rebuild including Clarifier, Filters, Piping, Electrical, Controls, Raw Water Station, NRS Engineers, Jesus Leal, Tel. # 956/423-7409	\$700,000.00
White River Municipal Water District: Re-Hab of 5.0 MGD Surface Water Plant including Remote Pump Stations, 2500' 18" Main, CRCP, LAS & CLO <sup>2</sup> , Filter Re-Hab. Alan Plummer Associates, Inc. , Jimmy George 817/284-2724	\$1,050,000.00
City of Commerce, LAS & Disinfection upgrade Including Buildings, Tanks, Vaults & Systems. Hayter Engineering, Inc. Michael Tibbets 903/785-0303	\$180,000.00
Lake Livingston Water Supply Corp.: Nine (9) Well site/Booster Pump Stations including GSTs, Hydro Tanks, CMU Buildings, Main Tie-ins, Electrical, Controls etc. The Hogan Corp., Larry Fuson, 214/234-0600	\$1,100,000.00
City of West University (Houston): Waste Treatment Plant Up-grade, Lift Station Up-grade. Shrader Engineering, 713/467-9961	\$160,000.00
Edcouch, Texas Repair of HSP & Controls of 3 MGD Surface Plant Quintanilla, Headley & Assoc., Inc., Eulalio Ramirez 956/381-6480	\$100,000.00
City of Goldthwaite, Texas 500 GPM Raw Water Pump Station Jacob & Martin, Ltd., Kirt Harle, 325/695-1070	\$160,000.00
City of Huntsville, Texas 20,000 Hydro Tank & Control System, Wisenbaker Fix & Associates, Tracy Hicks, 903/581-8141	\$100,000.00
City of McAllen, Texas Installation of Clarifier Tubesettlers, City of McAllen Engineering, Marco Vega, 956/681-1776	\$676,000.00
City of Pharr, Texas Main Raw Water Plant Improvements Saenz Engineering & Associates, Jessica Mendoza, 956-383-2984	\$1,020,000.00
La Joya ISD, Texas Construction of Packaged Wastewater Treatment System @ School #22, Butler Consulting (deceased).	\$338,489.00
City of Evant, TX, Repair of Reverse Osmosis Water Treatment Plant	\$166,890.00
Military Highway Water Supply Corp., Progreso, TX – Construction of 1.0 MGD Surface Water Plant, NRS Consulting Engineers, 956-423-7409	\$1,820,000.00

Brownsville Irrigation District Gate Valves and Stand Pipe	\$260,000.00
La Joya ISD, Texas Construction of Packaged Wastewater Treatment System @ School #24, Dannenbaum Engineering, 956-682-3677	\$655,409.75
Military Highway Water Supply Corp., Joines Rd., 2.0 MGD RO/MF Facility	\$1,700,000.00
VMUD #2 1.0 MGD WWTP Rebuild	\$900,000.00
North Alamo Water Supply – Owassa Site Civil & Mechanical Work	\$380,000.00
North Alamo Water Supply – Doolittle Site Civil & Mechanical Work	\$380,000.00
City of Edcouch, WWTP Up-grade	\$490,000.00
Brownsville PUB LS#4 Complete Rehabilitation	\$400,000.00
Brownsville PUB LS#2 Complete Rehabilitation	\$210,000.00
Brownsville PUB WTP 1&2 Facility Improvements	\$140,000.00
Brownsville PUB ARRA 9A -7 Lift Stations	\$2,300,000.00
Brownsville PUB E1 Major Lift Station & 24" F.M.	\$3,100,000.00
Brownsville PUB SP-5 L.S. #27	\$600,000.00
Brownsville PUB SP-6 L.S. # 64 & 56	\$1,000,000.00
Brownsville PUB E-4 L.S. #48	\$501,000.00
Military Highway Joines Rd WTP- MF & RO Treatment	\$5,450,000.00
City of McAllen - McAllen Miller Int'l Airport Storm Water Pump Station Upgrade	\$385,320.00
Laguna Madre Water District Microfiltration Project	\$2,100,000.00
BPUB / SRWA Microfiltration	\$7,100,000.00
Military Highway Las Rusias Project Phase 1 & Phase 2	\$4,900,000.00
Brownsville PUB EDAP3 Lift Station F1, F2 and G	\$1,265,000.00
BPUB Rehab & Expansion for Lift Station 7, 18, 42	\$853,000.00
BPUB Clarifier Covers	\$782,200.00
Brownsville Navigation District L.S. 7, 8 and 9	\$121,825.00
North Alamo Lift Station A, B and C	\$1,200,700.00
Town of Combes Lift Station Rehabilitation	\$194,600.00
Port Mansfield Water Plant Rehabilitation	\$581,000.00
Laguna Madre Water District Wastewater Treatment Plant Rehabilitation	\$1,109,505.00

#### **Turn Key Control System Projects in the Past Ten Years:**

City of Gainesville: System-wide Water and Surface Plant SCADA System, Lease Line, ten sites.	\$160,000.00
City of Porter (MUD): System-wide Water SCADA System, Lease Line, six sites.	\$140,000.00
City of Madisonville: System-wide Water & Waste Treatment SCADA System, Radio, six sites.	\$180,000.00
City of Kingsville: System-wide Water & Waste Treatment SCADA System, Radio, nine sites.	\$160,000.00
City of Aransas Pass: System-wide Water & Waste Treatment SCADA System, Radio, ten sites.	\$200,000.00
City of Alice: System-wide Water SCADA System, Radio, six sites.	\$170,000.00
Kendal County Utility District: System-wide SCADA System, Radio, five sites.	\$90,000.00
Bexar Metro Water District: System-wide SCADA/Control System, Radio, 62 Sites.	\$1,020,000.00
City of Cotulla, Tx.: System-wide Water SCADA System.	\$45,000.00
GBRA/Kerr County: Rain/Flood Alert Warning System, Radio, twenty-five sites.	\$200,000.00

#### **Industrial Projects**

Chiyoda, Japan: 10 MGD Demin. Regeneration Skids	\$240,000.00
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British Petroleum: Offshore and Well Field MUD De-watering Systems, Venezuela	\$300,000.00
Stone & Webster: 5 MGD Demin. Regeneration Skids, Ghana West Africa, including start-up	\$380,000.00
FMC/SOFEC: Deep Water Chemical Injection Systems, Brazil	\$610,000.00
Hyunda Eng. For Thailand: Fertilizer Process Chemical Process Chemical Injection Skids, including start-up and Training.	\$450,000.00
METITO LTD.: Three Salt Water 300 GPM RO Systems Each	\$180,000.00
Gulf States Engineering: Gas Pipeline SCADA Control System.	\$110,000.00
Bectel: Booster Pump Station & Disinfection Units, Kuwait	\$140,000.00

### Additional Industrial

BASF	(BP) British Petroleum	(EGAT) Electricity Generating
Chiyoda, Japan	Stone & Webster, USA	Authority of Thailand
PEMEX	FMC/Sofec	Hyundai Eng., South Korea
Metito	Weyerhaeuser	Goodyear
Alfa Laval	Petrovasa	Takoradi Thermal Power Project
Ghana W. Africa	Bechtel	Advanced Micro Device (AMD)
Texas Instruments	US Filter	Black & Veatch
MECO	Louisiana Pacific	Champion International
Motorola	SAUDI ARAMCO	Gulf States Engineering

### Additional Municipal

- Texas Parks, Grinder Stations
- City of Evant, Tx., RO Plant
- City of Houston
- City of Austin
- City of Shreveport
- City of Bryan
- City of Dallas
- City of Malakoff, Water & Wastewater Systems Project
- City of George West, RO Plant
- White River Municipal Water District 5 MGD Surface Water Plant
- City of Commerce, Chemical Feed System
- Lake Livingston Water Supply Corporation, Seven (7) Well Sites
- City of Garland
- City of Beaumont
- City of Bexar, 45 SCADA Sites
- City of Pittsburgh
- City of Corpus Christi
- City of Lake Charles
- City of Abilene
- Panama Canal Commission
- Foss Reservoir
- Texas A & M University
- State University of New York
- Webb County, Tx., RO System
- NASA



**SCADA/Controls** – The following projects range from \$100,000 to \$1,000,000. All consist of a Main Control Panel, HMI, Remote RTU's, & System Wide automatic water control program.

- City of West University Place
- Texas Dept. of Parks and Wildlife (Fish Hatchery)
- City of Kingsville, Automation of Water and Wastewater Systems
- City of Aransas Pass
- Kendal County Utility District
- Bexar Metropolitan Water District
- City of Alice, Tx., SCADA and Electrical Improvements
- Siemens Building Technologies, Inc.
- Arroyo Water Supply Corporation
- Study Butte, Tx., RO System
- City of George West
- White River Municipal Water District
- VMUD, Harlingen, TXC., RO System
- City of Cotulla
- Dakota Pipeline
- Kendall County Rain Alert Warning Sys.
- Kerr County Rain Alert Warning System
- Edwards Aquifer Authority Rain Gauge System
- Moody Gardens Aquarium, Phase IV
- City of Berne
- City of Winnsboro
- Canyon Lake Water Supply
- City of Porter
- City of Gainesville
- City of Crystal City
- GBRA, SCADA System
- City of Madisonville

**BID PROPOSAL FORM**  
**BID NO. 2017-67**  
**WASTEWATER PLANT CLARIFIER REHABILITATION**  
**EDINBURG, TEXAS**

**MR. ARTURO MARTINEZ**  
**DIRECTOR OF UTILITIES**  
**CITY OF EDINBURG**  
**415 W. UNIVERSITY DRIVE**  
**EDINBURG, TEXAS 78541**

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The **5% bid** security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the fifteen (15) days after Notice of Award, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bids.

**ORIGINAL BID PROPOSAL**

BIDDERS BOND in the amount of \$ 14,653.40 (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

Item No.	Estimated Quantity	Unit	Item Description	Width & Depth	Bid Amount
1	1	Ls	Mobilization		\$21,708. <sup>00</sup>
2	1	Ls	Demolish and dispose Existing Clarifier including all components (metal, electrical and concrete)		\$15,900. <sup>00</sup>
3	1	Ls	Provide and Install a new complete clarifier including electrical, mechanical and civil components		\$243,500. <sup>00</sup>
4	260	Sy	Epoxitec Uroflex Coating (2 coats with a minimum of 20 mil/per coat) (equal or better)		\$11,960. <sup>00</sup>
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____

**TOTAL: IMPROVEMENTS**  
(Items 1-\_\_\_\_)

\$ 293,068.<sup>00</sup>

The Number of Calendar days to complete contract 180.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 180 Calendar Days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1	2/24/17	Jose L. Diaz
ADDENDUM No. 2	2/24/17	Jose L. Diaz
ADDENDUM No. 3		
ADDENDUM No. 4		
ADDENDUM No. 5		

Respectfully Submitted:

DATE: 2/27/17

BY: [Signature]  
(Signature)

Jose L. Diaz  
(Type or Print Name)

President  
(Title)

JMS Constructors  
(Company)

5517 S. 29th St.  
(Address)

Mo Allen, TX. 78503  
(City, State, Zip)

956 522 5904  
(Phone Number)

\_\_\_\_\_  
(Fax Number)  
(Seal - If Bidder is a Corporation)

copy

**BID PROPOSAL FORM**  
**BID NO. 2017-67**  
**WASTEWATER PLANT CLARIFIER REHABILITATION**  
**EDINBURG, TEXAS**

**MR. ARTURO MARTINEZ**  
**DIRECTOR OF UTILITIES**  
**CITY OF EDINBURG**  
**415 W. UNIVERSITY DRIVE**  
**EDINBURG, TEXAS 78541**

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the fifteen (15) days after Notice of Award, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bids.

**ORIGINAL BID PROPOSAL**

BIDDERS BOND In the amount of \$500,000.00 (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**  
For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

Item No.	Estimated Quantity	Unit	Item Description	Width & Depth	Bld Amount
1	1	Ls	Mobilization		\$ <u>15,000.</u>
2	1	Ls	Demolish and dispose Existing Clarifier including all components (metal, electrical and concrete)		\$ <u>59,920.</u>
3	1	Ls	Provide and Install a new complete clarifier including electrical, mechanical and civil components		\$ <u>254,000.</u>
4	260	Sy	Epoxitec Uroflex Coating (2 coats with a minimum of 20 mil/per coat) (equal or better)	8	\$ <u>2,080.</u>
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____

**TOTAL: IMPROVEMENTS**  
(Items 1-4)

\$ 331,000.

The Number of Calendar days to complete contract 180.

C-2

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 180 Calendar Days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1	2-10-17	JSH
ADDENDUM No. 2	2-21-17	JSH
ADDENDUM No. 3		
ADDENDUM No. 4		
ADDENDUM No. 5		

Respectfully Submitted:

DATE: February 21, 2017

BY: JSH

(Signature)

J.S. Haren

(Type or Print Name)

President

(Title)

J.S. Haren company

(Company)

1175 Highway 11 North

(Address)

Athens, TN 37303

(City, State, Zip)

423-745-5000

(Phone Number)

423-745-5252

(Fax Number)

(Seal - If Bidder is a Corporation)



This Bid is Submitted using Envirodyne Equipment.  
Specifications and descriptive data has been  
Submitted to Lorana Fuentes, purchasing agent.



REQUEST FOR BIDS  
ADDENDUM NUMBER ONE (1)

DATE: February 16, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda issued in respect to this project shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

Bid Opening Date:

- The bid opening has changed from February 20, 2017 to **February 27, 2017 @ 3:00 p.m.**, location will be 2<sup>nd</sup> Floor Utilities Administration Conference Room.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: JS Halen TITLE: President

COMPANY NAME: JS Halen Company

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

Lorena Fuentes  
Lorena Fuentes, Purchasing Agent





# THE CITY OF EDINBURG

## REQUEST FOR BIDS ADDENDUM NUMBER TWO (2)

DATE: February 21, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG  
BID OPEN: 3:00 P.M. (Central Time), February, 27 2017

The following corrections and directives shall become part of the Proposal, Contract Documents and Specifications for BID NO. 2017-67 – WASTEWATER PLANT CLARIFIER REHABILITATION

### SPECIFICATIONS

Revision: Bid Proposal Sheet C-2 language revised from "ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS BOOKLET" to "ORIGINAL BID PROPOSAL"

### PLANS

Revision: Plan Sheet C1, C5 & C6 revised to reflect proper materials and specifications.

Addition: Note 19 added to Plan Sheet C1.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: M. Alan

TITLE: President

COMPANY NAME: JSHaven Company

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

Lorena Fuentes  
Lorena Fuentes, Purchasing Agent



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND # CF1702271

**KNOW ALL MEN BY THESE PRESENTS**, that we **J. S. HAREN COMPANY**

1175 Highway 11 N Athens, TN 37303

as Principal, hereinafter called the Principal, and **UNITED STATES FIRE INSURANCE COMPANY**

305 Madison Avenue Morristown, NJ 07962

a corporation duly organized under the laws of the State of **DE**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Edinburg, TX**

415 W. University Dr Edinburg, TX 78540

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

**Five Percent of Amount Bid**-----Dollars ( \$ **5.00% of attached bid**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

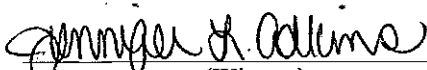
WHEREAS, the Principal has submitted a bid for


**Bid No. 2017-67, Wastewater Treatment Plant Clarifier Rehabilitation, Edinburg, TX**

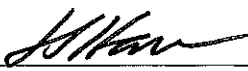
(Here insert full name, address and description of project)

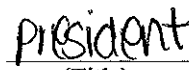
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

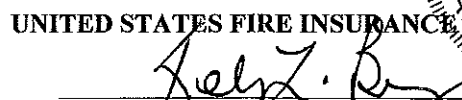
Signed and sealed this **27th** day of **February 2017**

  
(Witness)

  
(Witness)

  
(Principal) (Seal)

  
(Title)

  
(Title)

Kelly L. Berry, ATTORNEY-IN-FACT  
Bonds Southeast, Inc.  
1030 17<sup>th</sup> Avenue South  
Nashville, TN 37212  
(615)321-9700

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01130405518

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Gregory E. Nash, Phillip H. Condra, Kelly Berry*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

**UNITED STATES FIRE INSURANCE COMPANY**



*A. R. Slimowicz*

\_\_\_\_\_  
Anthony R. Slimowicz, Senior Vice President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019**

\_\_\_\_\_  
Sonia Scala

*Sonia Scala*

\_\_\_\_\_  
(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27<sup>th</sup> day of February 2017

**UNITED STATES FIRE INSURANCE COMPANY**



*Al Wright*

\_\_\_\_\_  
Al Wright, Senior Vice President

**CONSENT TO ACTION TAKEN IN LIEU OF  
SPECIAL MEETING OF J. S. HAREN COMPANY**

THE UNDERSIGNED PERSON, being the sole shareholder of J. S. HAREN COMPANY, does, as is evidenced by his signature below, hereby consent to and ratify the following action taken by the shareholder without the necessity of a call to or a formal meeting of the shareholder; and

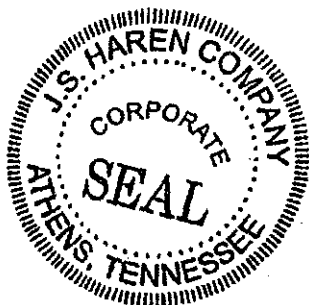
WHEREAS the shareholder performs the duties director pursuant to TCA §48-18-101 (c), and the following action, taken by written consent, is in accordance with the provisions of the by-laws of the corporation and the General Corporation act of Tennessee.

1. **Election of New Officers.** The persons whose names appear below are appointed of the corporation to serve for a period of one year or until their successors are appointed and shall qualify:

President:	J. Skyler Haren
Secretary:	Jennifer L. Adkins
Asst. Secretary:	Cassandra L. Haren

2. **Execution of Documents.** The duly elected President, signing singularly or any two of the other duly elected officers, signing jointly, were authorized, on behalf of the corporation, to execute any and all documents necessary and incident of the routing business of the corporation, including specifically the power to execute agreement, instruments, tax returns and other routine documents of the corporation.

IN WITNESS WHEREOF, the above corporation actions were taken by the undersigned for on behalf of the corporation this the 17th day of September, 2009.



  
J. Skyler Haren, Shareholder

THE STATE OF TEXAS     §           CONTRACT FOR BID NO. 2017-67 WASTEWATER  
COUNTY OF HIDALGO     §           PLANT CLARIFIER REHABILITATION BETWEEN  
SERVICE CONTRACT     §           THE CITY OF EDINBURG AND AMERICAN WATER  
  SERVICES, LLC.

The **City of Edinburg** (hereinafter called "City"), and American Water Services, LLC, (herein called "Contractor"), entered into an agreement for Bid No. 2017-67, Wastewater Plant Clarifier Rehabilitation (hereinafter called "Project")

### **RECITALS**

**WHEREAS**, the City desires to engage the Contractor for certain services in connection therewith; and,

**WHEREAS**, Contractor represents that it has the knowledge, ability, and personnel to properly provide services needed by the City;

**NOW, THEREFORE**, the City and Contractor do mutually agree as follows:

### **SECTION I** **EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to provide the following basic services as stated the in this agreement and Bid No. 2017-67 Notice to Bidders and Bid Form attached as Exhibit "A". Upon receipt of such satisfactory services, City agrees to pay Contractor as stated in this agreement.

### **SECTION II** **BASIC SERVICES OF CONTRACTOR**

The Contractor agrees to perform the work in connection therewith, under the terms of this agreement and Notice to Bidders and Bid Proposal Form attached as Exhibit "A". Specifically, the project consists of: Clarifier shall be center feed with perimeter overflow. Clarifier equipment shall include half-bridge supported drive units, center feed pipe, center stilling wells, sludge collection equipment, scum skimming equipment, scum troughs, deflectors baffles, scum baffles, influent pipes and effluent wells.

### **SECTION III** **TIME OF PERFORMANCE**

The Project shall be completed upon request of the City and within the period one hundred-eighty (180) calendar days once work has commenced. Contractor and City shall not be liable for any delay due to circumstance beyond their control.

## **SECTION IV**

### **STANDARD OF PERFORMANCE**

Contractor warrants to City that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

## **SECTION V**

### **TERMS OF PAYMENT**

City agrees to pay Contractor for services herein contracted for as follows:

- A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of the project in accordance with the contract Documents in unit price amounts set forth in the Bid Proposal forms(s). The total compensation to the Contractor shall be the amount of **One Hundred Fifty Nine Thousand and Five Hundred** dollars and 00/100ths **(\$159,500.00)**.
- B. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the City regulations. Application for Payment will be processed by the Utilities Department.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders in accordance with City's Code of Ordinance and applicable sections of Texas Local Government Code and Texas Government Code before making the changes.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF COMPLETION**

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the WORK is not completed within the time specified in Section III herein. Accordingly, instead of requiring any such proof, the City and the Contractor agree that not, as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each day that expires after the time specified in Section III herein the amount corresponding below:

<b><u>FOR AMOUNT OF CONTRACT</u></b>	<b><u>COST PER DAY</u></b>
\$ 5,000.00 to \$ 25,000.00	\$100.00
\$ 25,001.00 to \$ 100,000.00	\$200.00
\$ 100,001.00 to \$ 500,000.00	\$250.00
\$ 500,001.00 to \$1,000,000.00	\$300.00
\$1,000,001.00 to \$2,000,000.00	\$400.00
\$2,000,001.00 to \$3,000,000.00	\$500.00
\$3,000,001.00 to \$4,000,000.00	\$600.00
\$4,000,001.00 to \$5,000,000.00	\$700.00
\$5,000,001.00 and over	\$800.00

**SECTION VII**  
**SCHEDULE REQUIREMENTS**

Whenever, in the opinion of City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

**SECTION VIII**  
**WRITTEN NOTICE OF ISSUE**

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

**SECTION IX**  
**NO DAMAGE FOR DELAY**

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on part of the City or his agents.

**SECTION X**  
**UNREASONABLE SITE INSPECTION REQUIREMENTS**

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract. The Contractor has the right to make any additional tests necessary to assure himself that the site conditions are satisfactory for the work contemplated.

**SECTION XI**  
**DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS**

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this contractor shall look solely for relief to such other contractors and shall not make claim against City.

**SECTION XII**  
**CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between City and Contractor concerning the WORK consist of this Agreement and the following attachments



to this Agreement:

- Notice to Bidders
- Instructions to Bidders
- Bid Proposal Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Drawings and Specifications
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order as provided by the City.

### **SECTION XIII** **ASSIGNMENT**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **SECTION XIV** **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

### **SECTION XV** **MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

- A. Workers Compensation-  
In accordance with the State statute

B. Employer's Liability

Bodily Injury by Accident: \$100,000 each accident  
Bodily Injury by Disease: \$100,000 each employee  
\$500,000 policy limits

C. Comprehensive General Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 aggregate

-or- \$500,000 combined single limits

D. Comprehensive Auto Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 each aggregate

-or- \$500,000 combined single limits

E. City's Protective Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 each aggregate

-or- \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor warrants that it is adequately insured and carries liability, workers compensation, and automobile insurance for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

**SECTION XVI**  
**TERMINATION OF CONTRACT**

In addition to any other terminate clause in this agreement, either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice and any payment requested shall be made on work completed and/or goods delivered and as provided for in the contract.

**SECTION XVII**  
**SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION XVIII**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The laws of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XIX**  
**NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set for the below or when mailed to the last address provided in writing to the other party by the addressee.

**SECTION XX**  
**HOLD HARMLESS CLAUSE**

Contractor hereby agrees to indemnify and hold harmless and defend Lessor, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Contract.

**SECTION XXI**  
**MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr.  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956)383-5661  
Fax: (956)383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS GARZA & THOMPSON, P.C.

BY: \_\_\_\_\_  
City Attorney

**AMERICAN WATER SERVICES, LLC.**

BY: \_\_\_\_\_  
Roberto Quiroz, Owner  
2120 E. Richardson Rd  
Edinburg, Texas 78542  
Phone: (956)383-3155

**Attachments:**    **Exhibit "A" Notice to Bidders and Bid Proposal Form**  
                         **Exhibit "B" Certificate of Insurance**

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND  
AMERICAN WATER SERVICES, LLC. FOR CONSTRUCTION & PROJECT  
MANAGEMENT SERVICES**



## NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, February 20, 2017**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### **BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION**

The project consists of:

Clarifier shall be center feed with perimeter overflow. Clarifier equipment shall include half-bridge supported drive units, center feed pipe, center stilling wells, sludge collection equipment, scum skimming equipment, scum troughs, deflectors baffles, scum baffles, influent pipes and effluent wells.

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents may be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of:

**LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)**

The project shall be a complete and operational system capable of providing the functions intended. Plans, proposal forms, specifications, and contract documents may be obtained by interested parties for **[Twenty-Five Dollars and No Cents] (\$25.00) non-refundable**, or at no charge available through CD ROM. Copies of the plans and specifications may be examined without charge at the following location:

**CITY OF EDINBURG  
Utilities Department – 2<sup>nd</sup> Floor  
415 W. University Drive  
Edinburg, Texas 78541**

**Bids will be received at the following addresses:**

**If Hand-delivering Bids:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** City of Edinburg  
c/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

**If Mailing Bids:** City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**



# **CITY OF EDINBURG INSTRUCTIONS TO BIDDERS**

## **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

## **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the purchase of WASTEWATER PLANT CLARIFIER REHABILITATION for the City of Edinburg at firm unit prices, for various contract term dates.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

## **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

**If Hand-delivering Bids:** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas 78541  
**If Mailing Bids:** P.O. Box 1079, Edinburg, TX 78540-1079

**A pre-bid conference will be held at 3:00 p.m., Monday, February 13, 2017 at the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, located at 415 W. University Drive, Edinburg, Texas. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding this bid, please contact Arturo Martinez at (956)388-8212.**

## **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of WASTEWATER PLANT CLARIFIER REHABILITATION as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

### **STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

## INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.



## BID PROPOSAL FORM

BID NO. 2017-67

WASTEWATER PLANT CLARIFIER REHABILITATION  
EDINBURG, TEXAS

MR. ARTURO MARTINEZ  
DIRECTOR OF UTILITIES  
CITY OF EDINBURG  
415 W. UNIVERSITY DRIVE  
EDINBURG, TEXAS 78541

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the fifteen (15) days after Notice of Award, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bids.

### ORIGINAL BID PROPOSAL

BIDDERS BOND in the amount of \$ 7975.00 (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

Item No.	Estimated Quantity	Unit	Item Description	Width & Depth	Bid Amount
1	1	Ls	Mobilization		\$ <u>11,165.00</u>
2	1	Ls	Demolish and dispose Existing Clarifier including all components (metal, electrical and concrete)		\$ <u>5000.00</u>
3	1	Ls	Provide and Install a new complete clarifier including electrical, mechanical and civil components		\$ <u>143,335.00</u>
4	260	Sy	Epoxitec Uroflex Coating (2 coats with a minimum of 20 mil/per coat) (equal or better)		\$ _____
			NOTE: THIS PRICE		\$ _____
			IS BASED ON		\$ _____
			304 STAINLESS		\$ _____
			STEEL OR REGULAR		\$ _____
			CARBON STEEL		\$ _____
			WITH EPOXY.		\$ _____
					\$ _____
					\$ _____

**TOTAL: IMPROVEMENTS**  
(Items 1-\_\_\_\_)

\$ 159,500.00

The Number of Calendar days to complete contract 180.

C-2

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 180 Calendar Days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1	2/16/17	BY LORENA FUENTES
ADDENDUM No. 2	2/21/17	BY LORENA FUENTES
ADDENDUM No. 3		
ADDENDUM No. 4		
ADDENDUM No. 5		

Respectfully Submitted:

DATE: 2/27/17

BY: Roberto Quiroz  
(Signature)

ROBERTO QUIROZ  
(Type or Print Name)

OWNER  
(Title)

A.W.S. LLC. AMERICAN WATER SERVICES LLC.  
(Company)

2120 E. RICHARDSON RD.  
(Address)

EDINBURG TEX- 78542  
(City, State, Zip)

956) 221-0080  
(Phone Number)

\_\_\_\_\_  
(Fax Number)  
(Seal - If Bidder is a Corporation)



REQUEST FOR BIDS  
ADDENDUM NUMBER ONE (1)

DATE: February 16, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda issued in respect to this project shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

Bid Opening Date:

- The bid opening has changed from February 20, 2017 to **February 27, 2017 @ 3:00 p.m.**, location will be 2<sup>nd</sup> Floor Utilities Administration Conference Room.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: Robert Quiroz TITLE: Owner  
COMPANY NAME: American Water Services LLC

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

Lorena Fuentes  
Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone: (956)388-8204 • Fax: (956)383-7111



# THE CITY OF EDINBURG

## REQUEST FOR BIDS ADDENDUM NUMBER TWO (2)

DATE: February 21, 2017  
RE: BID NO. 2017-67 WASTEWATER PLANT CLARIFIER REHABILITATION  
OWNER: CITY OF EDINBURG  
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG  
BID OPEN: 3:00 P.M. (Central Time), February, 27 2017

The following corrections and directives shall become part of the Proposal, Contract Documents and Specifications for **BID NO. 2017-67 – WASTEWATER PLANT CLARIFIER REHABILITATION**

### SPECIFICATIONS

Revision: Bid Proposal Sheet C-2 language revised from "ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS BOOKLET" to "ORIGINAL BID PROPOSAL"

### PLANS

Revision: Plan Sheet C1, C5 & C6 revised to reflect proper materials and specifications.

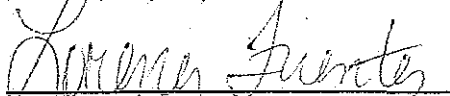
Addition: Note 19 added to Plan Sheet C1.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT, AT (956) 383-7111. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: ROBERTO QUIROZ TITLE: OWNER

COMPANY NAME: A.W.S. LLC. AMERICAN WATER SERVICE

Please direct your questions regarding the preparation of the bid to Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

  
Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone: (956)388-8204 • Fax: (956)383-7111



## 1. GENERAL NOTES

- ALL CONSTRUCTION TO BE COORDINATED WITH CITY OF EDINBURG.
- PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH CITY OF EDINBURG UTILITY DEPARTMENT THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPAIR ANY UTILITY ACTIVITY AT CITY OF EDINBURG LOCATED ON SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAINING HIS EMPLOYEES AND SUBCONTRACTORS IN THE RECOGNITION AND AVOIDANCE OF UNSAFE CONDITIONS, AND IN THE REGULATIONS AND HAZARDS WHICH APPLY TO THE AREA IN WHICH THE WORK WILL TAKE PLACE.
- ALL SAFETY DEVICES SHALL BE RECHECKED IMMEDIATELY BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION OF PERSONS AND PROPERTY, AND FOR PROVIDING SAFE WORKING CONDITIONS THROUGHOUT THE WORK PROGRESS. ALL AREAS ADJACENT TO THE CONSTRUCTION AND/OR AFFECTED BY THE CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE, CLEANED, AND RESTORED TO THE ORIGINAL CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL CLEARANCES AND PERMITS AS NECESSARY, PRIOR TO THE COMMENCEMENT OF THE WORK.
- WORK AREAS SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND NON-HAZARDOUS MATERIAL TO THE SATISFACTION OF THE CITY OF EDINBURG. THE CONTRACTOR SHALL COORDINATE STORAGE OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK WITH THE CITY OF EDINBURG AFTER PROJECT COMPLETION. THE SITE SHALL BE CLEANED UP TO ITS CONDITION PRIOR TO THE START OF THE PROJECT TO THE SATISFACTION OF THE CITY OF EDINBURG.
- THE SEQUENCE OF CONSTRUCTION SHALL BE SCHEDULED AND COORDINATED WITH THE CITY OF EDINBURG. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS, AND SHALL PERFORM FIELD MEASUREMENTS PRIOR TO FABRICATION AND/OR PURCHASE OF ANY MATERIAL, AND SHALL CONTACT THE ENGINEER SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT. CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL NOT FABRICATE OR INSTALL MEMBERS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS. UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED, PRIOR TO FABRICATION OF INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE ENGINEER.
- ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF ALTERNATES AND/OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER FOR APPROVAL.
- ALL CONTRACT WORK IN THESE DRAWINGS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING NATIONAL CODES AND STANDARDS:
  - INTERNATIONAL BUILDING CODE, 2012 (IBC2012)
  - AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) 7-05
  - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
  - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
  - NATIONAL FIRE CODE (NFC)
  - TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2006)
- THE CONTRACTOR SHALL PROPERLY DISPOSE OF ALL MATERIALS REMOVED WHICH ARE NOT TO BE REINSTALLED OR SALVAGED ON THE PROJECT. DISPOSAL OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- EXCAVATIONS SHALL NOT BE MADE DURING INCLEMENT WEATHER. WATER ACCUMULATION IN EXCAVATIONS EXCEEDING 1 INCH SHALL BE PUMPED OUT BEFORE THE CONCRETE IS PLACED.
- ALL APPLICABLE CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDINBURG STANDARD SPECIFICATIONS.
- PERMITTING: ACQUISITION OF THE PROJECT INCLUDES BUT ARE NOT LIMITED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CONSTRUCTION SITE STORM WATER PERMIT NOTICE OF INTENT (NOI) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES UNDER THE TEXAS CONSTRUCTION GENERAL PERMIT (TCEQ 160000). THIS PERMIT IS REQUIRED FOR CONSTRUCTION ACTIVITIES INCLUDING CLEARING, GRADING, AND EXCAVATION ACTIVITIES THAT DISTURB GREATER THAN THE TOTAL LAND AREA WITHIN THE PROJECT LIMITS.
- CONTRACTOR SHALL MARK ALL AS-BUILT CONDITIONS FOR UTILITIES AND STORM SEWER ON THE PLAN AND SUBMIT TO THE ENGINEER AT END OF PROJECT.
- THE CONTRACTOR SHALL NOTIFY THE PROJECT SITE IN ORDER TO BECOME FAMILIAR WITH THE SITE CONDITIONS PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR IS TO RESEARCH THE EXISTING CONDITIONS AND PROPOSED WORK TO BECOME FULLY AWARE OF THE NATURE OF THE WORK. THE CONTRACTOR WILL BE REQUIRED TO ACQUIRE ALL NECESSARY PERMITS AND PAY ASSOCIATED FEES.
- THE DRAWING SHOWS AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED BY THE SURVEY CREW AND FROM EXISTING RECORDS REGARDING THE LOCATION AND NATURE OF PIPELINES, STORM SEWER, WOODLINES, SANITARY SEWER, TELEPHONE CONDUITS, ETC. HOWEVER THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE SUCH UNDERGROUND FEATURES SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
- UNDERGROUND UTILITY LINES SHOWN ON THE PLANS CONSTITUTE AN ATTEMPT BY THE ENGINEER TO LOCATE THESE LINES FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL FIELD LOCATE ALL UNDERGROUND UTILITY LINES AND MAKE PROVISIONS FOR THEIR PROTECTION IN THE EVENT OF DAMAGE TO UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWINGS. THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE. ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY OPERATING THE FACILITY. DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER OF THE UTILITY AND THE ENGINEER. THE COST OF DAMAGE AND/OR REPAIR TO SAID UTILITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO PAYMENT WILL BE MADE FOR CLAIMS DUE TO UTILITY CONFLICTS.
- IF IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE CHANGES IN DRAINAGE, WATERING, AND SANITARY SEWER GRADIES TO PERMIT THE LINES TO PASS ALL UNDERGROUND LINES, AS AUTHORIZED BY THE ENGINEER, AND IN ACCORDANCE WITH TCEQ'S "TEXAS ADMINISTRATIVE CODE CHAPTER 317, APPENDIX E, SEPARATION DISTANCES".
- DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING PIPES WHICH ARE NO LONGER IN SERVICE. THE CONTRACTOR MUST EXPLORE AND RESEARCH THE SITUATION AND PROVIDE EVIDENCE TO THE OWNERS REPRESENTATIVE THAT THE EXISTING PIPE IS ABANDONED. ONCE IT IS AGREED THAT THE LINE IS ABANDONED, THE LINE SHALL BE REMOVED AND PROPER DISPOSITION OF SAID PIPE. ANY ABANDONED LINES TO REMAIN IN PLACE SHALL BE FULLY GROUTED.
- TRENCH EXCAVATION SHALL NOT EXCEED BACKFILL BY MORE THAN 200 FEET. NO TRENCH SHALL BE LEFT OPEN AFTER NORMAL WORKING HOURS.
- PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH THE CITY OF EDINBURG THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPAIR UTILITY ACTIVITY OF ANY FOR THE CITY OF EDINBURG LOCATED IN THE SITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING IMPROVEMENTS ON SITE, INCLUDING ABOVE GROUND AND UNDERGROUND. CONTRACTOR SHALL REMOVE BELOW - GRADE STRUCTURES TO THREE FEET BELOW NATURAL GRADE OR TO SUCH DEPTH AS MAY BE REQUIRED TO MAINTAIN SUBSURFACE STABILITY OF THE SOIL.
- CONTRACTOR SHALL BACKFILL ALL Voids LEFT BY DEMOLITION AND COMPACT IN A MANNER SUITABLE TO FINAL IMPROVEMENTS.
- ALL DEMOLISHED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- ANY DAMAGE TO EXISTING DRAINAGE, PRIVATE UTILITY, OR OTHER STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF THE PEDESTRIANS AND ALL VEHICULAR TRAFFIC FROM CONSTRUCTION DURING THE COURSE OF THIS PROJECT.
- THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNMENTAL, ONE-CALL REQUIREMENTS AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND UTILITIES, PIPELINES, AND OTHER FACILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION.
- ALL OPEN EXCAVATIONS SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AT ALL TIMES.

- EXCESS EXCAVATED MATERIAL, MUCK, VEGETATION, BROKEN CONCRETE, RC PIPE, AND OTHER UNWANTED MATERIAL, BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. THE COST OF ALL HAULING IS CONSIDERED SUBSIDIARY THEREFORE NO DISCRET PAYMENT WILL BE MADE TO THE CONTRACTOR.
- THE QUANTITIES OF THE WORK AND MATERIALS SHOWN ON THE PLANS APPROXIMATELY REPRESENT THE WORK TO BE PERFORMED AND MATERIALS TO BE PURCHASED, AND ARE FOR THE PURPOSE OF COMPARING THE BIDS ON A UNIFORM BASIS. PAYMENT WILL BE MADE BY THE OWNER TO THE CONTRACTOR ONLY FOR THE ACTUAL QUANTITIES OF WORK PERFORMED OR MATERIALS FURNISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND IT IS UNDERSTOOD THAT QUANTITIES MAY INCREASE OR DECREASE WITHOUT IN ANY WAY IMPAIRING THE BID PRICE.
- THE CONTRACTOR SHALL NOTIFY PARTIES AFFECTED BY CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION. THE FOLLOWING ARE TELEPHONE NUMBERS FOR THE ENTITIES MOST LIKELY TO BE AFFECTED:

TEXAS 811 CALL SYSTEM	811	245-4545
TEXAS EXCAVATION SAFETY SYSTEM	(800) 346-6377	
LOUISIANA STAR UTILITIES COMPANY	(800) 689-0344	
AT&T	(800) 288-2020	
CENTRAL POWER AND LIGHT (CP&L)	(800) 274-2011	
ANDREWS ELECTRIC POWER (AEP TEXAS)	(877) 372-4558	
SOUTHERN UNION GAS CO.	(800) 743-2845	
US SPRINK	(936) 548-3100	
THE WURNER CABLE (TWC)	(800) 222-3305	
CITY OF EDINBURG PUBLIC UTILITY	(855) 368-8210	

IF IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY NO OTHER ENTITIES WILL BE AFFECTED.

## 2. HALF BRIDGE SCRAPER CLARIFIER NOTES

- CONTRACTOR SHALL SUBMIT TO THE CITY OF EDINBURG/ENGINEER SHOP DRAWINGS AND PRODUCT DATA.
- OPERATING AND MAINTENANCE INSTRUCTIONS SHALL BE FURNISHED. THE INSTRUCTIONS SHALL BE PREPARED SPECIFICALLY FOR THIS INSTALLATION AND SHALL INCLUDE ALL REQUIRED CUTS, DRAWINGS, EQUIPMENT LISTS, DESCRIPTIONS, ETC. THAT ARE REQUIRED TO INSTRUCT OPERATING PERSONNEL THAT ARE UNFAMILIAR WITH SUCH EQUIPMENT.
- MEG FACTORY REPRESENTATIVE WHO HAS COMPLETE KNOWLEDGE OF PROPER OPERATION AND MAINTENANCE SHALL BE PROVIDED FOR THE INSTRUCT REPRESENTATIVES OF THE OWNER AND THE ENGINEER ON PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT. THIS WORK MAY BE DONE IN CONJUNCTION WITH THE INSPECTION OF INSTALLATION.
- THE MEG FACILITY WHERE THE MANUFACTURING AND ASSEMBLY OF THE EQUIPMENT IS TO TAKE PLACE, HAS A CURRENT ISO 9001 & ISO 14001 CERTIFICATION. THE MEG SHALL PROVIDE DOCUMENTATION OF THE FACILITY'S ISO 9001 & ISO 14001 CERTIFICATION TO THE OWNER.
- ONE SET OF ALL SPECIAL TOOLS REQUIRED FOR NORMAL OPERATION / MAINTENANCE SHALL BE PROVIDED. ALL TOOLS AND SPARE PARTS SHALL BE PACKAGED AND LABELED.
- STRUCTURAL MEMBERS:
  - CENTER PIER, ACCESS BRIDGE, WALKWAY & DRIVE PLATFORM STEEL COMPONENTS SHALL CONFORM TO ASTM 36, 1/2" MIN. CARBON STEEL.
  - SCRAPER ARMS, CENTER CAKE, INFLUENT FEEDWELL, SURFACE SKIMMER, SCUM BOX, EFFLUENT WEIR AND SCUM BAYFLE COMPONENTS SHALL CONFORM TO ASTM 304, 1/2" STAINLESS STEEL.
  - ALL WELDING TO CONFORM TO AMERICAN WELDING SOCIETY STANDARD AWS D1.1. STRUCTURAL SUPPORT MEMBERS SHALL BE SHOP WELDED FOR BOLTED FIELD ASSEMBLY. A MINIMUM AMOUNT OF FIELD WELDING SHALL BE REQUIRED.
- DESIGN COMPONENTS SO THAT STRESSES DEVELOPED DO NOT EXCEED ALLOWABLE STRESSES, AS DEFINED BY CURRENT ASCE STANDARDS WHEN DESIGNED FOR THE AEMA DATED TORQUES.

- DRIVE MECHANISM:
  - GENERAL:
    - THE DRIVE MECHANISM SHALL CONSIST OF AN ELECTRIC MOTOR, PRIMARY REDUCTION UNIT, AND AN ENCLOSED FINAL REDUCTION UNIT CONSISTING OF A PINION AND AN INTERNAL TOOTH GEAR. THE DRIVE UNIT OUTPUT TORQUE SHALL BE LIMITED BY A TORQUE OVERLOAD PROTECTION DEVICE.
  - PRIMARY REDUCTION UNIT:
    - THE PRIMARY REDUCTION UNIT SHALL BE MOUNTED ON THE TOP OF THE FINAL REDUCTION UNIT.
    - THE L/D OF THE PRIMARY GEARBOX BEARINGS SHALL BE IN EXCESS OF 100,000 HOURS.
    - THE PRIMARY REDUCTION SHALL BE AEMA BATED FOR 10 MILLION CYCLES.
    - THE PRIMARY REDUCTION UNIT SHALL BE FACTORY COATED WITH TWO-PART EPOXY PAINT FOR HIGH CORROSION RESISTANCE PROTECTION.
    - THE PRIMARY REDUCTION UNIT SHALL BE COUPLED TO THE FINAL REDUCTION UNIT BY A SHAFT PIN COUPLING. THE FINAL REDUCTION GEARBOX UNIT SHALL BE A SPUR GEAR PLANETARY TYPE GEARBOX.
  - ELECTRIC MOTOR:
    - THE DRIVE MOTOR SHALL BE MILL & CHEMICAL DUTY, YFCO, 1.15 SERVICE FACTOR, CLASS F INSULATION.
    - OVERLOAD PROTECTION DEVICE SHALL HAVE TWO INDEPENDENT SWITCHES, WHICH MAY INCLUDE AN ALARM CIRCUIT WHEN THE LOAD ON THE MECHANISM APPROACHES OVERLOAD, AND OPEN THE MOTOR CIRCUIT WHEN AN EXCESSIVE OVERLOAD OCCURS. THE OVERLOAD SHALL BE INDICATED BY A RED LED SIGNAL.
- SCRAPER ARMS:
  - TWO (2) HEAVY-DUTY SCRAPER ARMS EXTENDED FROM THE CENTER DRIVE SHAFT TO THE DRAIN.
  - SHOULDER SHALL BE INCLUDED. THEY SHALL BE ATTACHED TO AND ROTATED BY THE CENTER CAKE.
  - SCRAPER ARM SHALL BE DESIGNED TO ALLOW FOR PEAK TORQUE. THE SLUDGE RIDGE SHALL BE DESIGNED WITH OVERLAPPING SCRAPING ZONES THAT SHALL CONTINUOUSLY RAKE THE BOTTOM OF THE CLARIFIER BOTTOM TWICE PER REVOLUTION.
  - ALL SLUDGE RAKE STRUCTURAL MATERIALS TO BE A MINIMUM OF 1/4" THICK A304 STAINLESS STEEL.
  - THE SCRAPER ARM DESIGN SHALL INCLUDE PROVISIONS FOR ADJUSTMENT AT INSTALLATION TO SATISFY TANK FLOOR. SLUDGE RAKE SCRAPER BLADES TO BE CONSTRUCTED OF 3/16" STAINLESS STEEL.
- CENTER CAKE:
  - CENTER CAKE TO BE ALL-WELDED CONSTRUCTION MADE UP OF STRUCTURAL STAINLESS STEEL.
  - MEMBERS CONFORM TO ASTM 304, HAVING A MINIMUM THICKNESS OF 1/2".
  - RAKE ARMS TO BE PINNED AT THE BASE AND CONNECTED TO THE CENTER CAKE THROUGH ADJUSTABLE GALVANIZED CABLE ASSEMBLIES WITH LOCKWASTS REQUIRING NO ON-DAIR SUPPORTS.
- INFLUENT FEEDWELL:
  - THE FEEDWELL SHALL BE SUPPORTED BY STAINLESS STEEL TRUSS SUPPORTS ATTACHED TO THE ROTATING CENTER DRIVE CAKE AND FABRICATED OF 3/16" STAINLESS STEEL PLATE SECTIONS WITH BOLTED CONNECTIONS.
  - FEEDWELL REINFORCING RIB ANGLES, ANGLE STIFFENERS AND SUPPORTING BRACKETS SHALL BE STRUCTURAL STEEL PLATE SECTIONS. WITH MIN. OF 1/2" THICK. A MIN. OF 1/2" MIN. LONG SHALL BE PROVIDED EQUALLY SPACED AROUND THE FEEDWELL PERIPHERY TO ALLOW SCUM TO EXIT FROM THE FEEDWELL AT WATER LEVEL. SCUM PORTS SHALL BE FREE TO ALLOW SCUM TO ESCAPE AT ANY TIME.
  - FEEDWELL TO BE DESIGNED TO WITHSTAND ALL LOADINGS OF INFLUENT WITH MINIMAL DEFLECTION. REACTION WELL TO BE SHIPPED IN LARGEST PRACTICAL SECTIONS. FEEDWELL SECTIONS TO BE JOINED TOGETHER IN FIELD.

- CENTER PIER:
  - A CIRCULAR STEEL PIER SHALL SUPPORT THE DRIVE, COLLECTOR MECHANISM, AND ACCESS BRIDGE. THE TOP OF THE PIER SHALL HAVE A DRIVE MECHANISM MOUNTING PLATE WHICH SHALL BE SET FLUSH WITH THE CENTERLINE. THE DRIVE MECHANISM SHALL BE POSITIONED, SHIMMED, LEVELLED, AND GROUTED IN PLACE WITH NON-SHRINK GROUT. THE CENTER PIER SHALL BE FABRICATED OF 1/2" THICK STEEL PLATE AND SHALL BE ANCHORED TO THE CONCRETE BASE WITH MINIMUM OF EIGHT (8) 1" DIAMETER ANCHOR BOLTS. MIN SHALL PROVIDE A STEEL TIE-ROD TO ANCHOR TO LOCATE THESE ANCHOR BOLTS. THE CENTER PIER SHALL SERVE AS AN INFLUENT PIPE AND SHALL HAVE A SERIES OF LARGE ORIFICES AT ITS UPPER END TO DIRECT THE FLOW INTO THE INFLUENT WELL AT A LOW VELOCITY.
  - A BRIDGE SHALL EXTEND FROM THE TANK WALL TO THE STATIONARY DRIVE BASE. SUPPORT BRIDGE SHALL BE A COMPLETELY WELDED STRUCTURE READY FOR INSTALLATION AT SHIPMENT.
  - THE SUPPORT BRIDGE SHALL INCLUDE A 30 INCH WIDE WALKWAY. THE ACCESS WALKWAY SHALL SPAN OVER THE DRIVE BRIDGE LONGER AND INCLUDE A BONE PLATFORM WITH 3"-P ACCESS ON ALL SIDES OF THE DRIVE UNIT. THE ACCESS WALKWAY SHALL BE HOT-DIPPED GALVANIZED GRATING 1-1/4" X 3/16" ATTACHED TO THE SUPPORT BRIDGE WITH REMOVABLE SECTIONS AND STAINLESS STEEL CLIPS. WALKWAY SHALL BE DESIGNED TO SAFELY WITHSTAND ALL DEAD LOAD PLUS A LIVE LOAD OF 100 POUNDS PER LINEAR FOOT WITH A MAXIMUM DEFLECTION OF 1/320, OVER THE ENTIRE SPAN. THE DRIVE PLATFORM SHALL BE PROVIDED WITH CONNECTIONS TO THE ACCESS WALKWAY TO ALLOW FOR A SEAMLESS TRANSITION WITHOUT TOP HAZARDS.
  - THE HANDRAILS, MID-RAILS, AND COLLARS ON THE ACCESS WALKWAY AND DRIVE PLATFORM SHALL BE ASTM A36, GRADE B, 1-1/2" DIAMETER (SCHEDULE 40 STEEL PIPE AND 3/16" THICK STEEL KICK PLATE) (OR) ALUMINUM CONFORMING TO THE CURRENT OSHA DIMENSIONAL STANDARDS. POSTS SHALL BE LOCATED NO MORE THE 5'-0" FROM ANOTHER POST. STEEL WALKWAY HANDRAILS, COLLARS, AND KICK PLATES SHALL BE GALVANIZED AND PRIME COATED PER THE SPECIFICATION FOR NON-IMMERSED COMPONENTS AND FINAL COATED WITH EPOXY SAFETY YELLOW PAINT PER PAINT SPECIFICATIONS.
- SURFACE SKIMMER:
  - CLARIFIER SHALL BE EQUIPPED WITH ONE (1) SKIMMER ARM ASSEMBLY TO COLLECT AND DISCHARGE FLOATING SCUM INTO A SCUM BOX CANTILEVERED FROM THE CLARIFIER WALL.
  - THE SKIMMING ARM SHALL BE SUPPLIED TO SWEEP THE SURFACE OF THE CLARIFICATION ZONE REMOVING FLOATING MATERIAL INTO A SCUM BOX AT THE PERIPHERY OF THE TANK. THE SKIMMING ARM SHALL HAVE INDEPENDENTLY ADJUSTABLE WIPERS SUPPORTED FROM INFLUENT WELL. SKIMMING ARM TO HAVE 16-INCH 60 DIAMETER NEOPRENE WIPER BLADES EXTENDING THE FULL WIDTH OF THE SCUM BOX. EACH SKIMMER ARM SHALL HAVE ONE ON THE BOTTOM AND BOTH SIDES OF THE INDEPENDENTLY ROTATING WIPER. THE WIPER SHALL MAINTAIN CONTINUOUS CONTACT WITH THE SCUM SURFACE AS IT TRAVELS AROUND THE TANK PERIPHERY. UPON APPROACHING THE SCUM BOX, IT SHALL TRAP THE SCUM IN THE ENCLOSURE CONSISTING OF A SCUM BOX RAMP AT THE BOTTOM AND THE Baffle AND SCUM SCRAPER AT THREE (3) SIDES.
- SCUM BOX:
  - THE SCUM TROUGH SHALL SUPPORTED FROM THE TANK WALL. THE TROUGH AND SUPPORT STRUCTURE SHALL BE DESIGNED FOR ALL DEAD LOADS. THE APPROACH RAMP OF THE TROUGH SHALL BE OF GRADUAL DESIGN, HAVING A TAPERED WIDE AND A VARIABLE SLOPE THAT SHALL ENABLE THE FULL LENGTH OF THE SKIMMING WIPER TO MAKE SMOOTH AND CONTINUOUS CONTACT WITH THE ENTIRE RAMP ALONG A RADIAL LINE. AT EACH REVOLUTION OF THE SKIMMING WIPER, THE TROUGH SHALL BE 8 INCHES WIDE WITH A UNIDIRECTIONAL FLOTTED BOTTOM TO ALLOW SCUM TO DISCHARGE TOWARD THE TANK WALL. A 6-INCH SCHEDULE 40 PIPE CONNECTION SHALL BE PROVIDED FOR CONNECTION TO THE SCUM DRAIN LINE. SCUM DRAIN LINE APPROX 1/2" DIA. (OR) 1/2" DIA.
- EFFLUENT WEIR:
  - THE FULL CIRCUMFERENCE EFFLUENT ADJUSTABLE WEIRS ATTACHED TO THE CONCRETE LAUNDER WITH APPROPRIATELY SPACED 90 DEGREE V-NOTCHES SHALL BE PROVIDED. THE WEIR PLATES SHALL BE CONSTRUCTED OF 1/4" THICK ASTM 304 STAINLESS STEEL, AND SHALL BE 6" DEEP. THE WEIR PLATE SECTIONS SHALL BE ADJUSTABLE IN THE HORIZONTAL DIRECTION WITH ADJUSTED HOLES TO ALLOW FOR LEVELING. ALL BOLTS THAT CONNECT THE WEIR TO THE EFFLUENT LAUNDER SHALL BE 304 STAINLESS STEEL AND BE DESIGNED SO THEY CAN BE REMOVED OR LOOSENED FOR LEVELING OF THE PLATE SECTION.
- SCUM DRAFFLE:
  - THE SCUM DRAFFLES SHALL CONSIST OF SECTIONS OF 12-INCH DEEP X 1/2-INCH THICK RIB (OR) 3/16" THICK STAINLESS STEEL, ATTACHED TO THE LAUNDER BY SUPPORT BRACKETS, STAINLESS STEEL ANCHOR BOLTS AND HEX NUTS TO ENABLE VERTICAL AND RADIAL ADJUSTMENT SHALL BE INCLUDED.
  - ELECTRICAL AND CONTROL COORDINATION:
    - A CLARIFIER DRIVE ASSEMBLY CONTROL PANEL SHALL BE PROVIDED INCLUDING A HEAVY DUTY ENCLOSURE MOUNTED ON HANDRAIL OR SHIPPED LOOSE FOR CONTRACTOR MOUNTING. OWNER TO SPECIFY CONTROL PANEL LOCATION AND MOUNTING PREFERENCE.
    - ENCLOSURE TO INCLUDE STAINLESS STEEL HOOKS, HINGERS, QUARTER-TURN LATCHES, PADLOCKABLE HANDLE AND HIGH IMPACT THERMOPLASTIC DATA POCKET MOUNTED ON INSIDE OF DOOR.
    - CONTROL PANEL TO INCLUDE THE FOLLOWING BUTTONS AND ACCESSORIES:
      - "START" AND "RESET" PUSHBUTTONS.
      - "STOP" PUSH-PULL MAINTAINED STOP MUSHROOM HEAD PUSHBUTTON.
      - "ON", "OFF", AND "ALARM" INDICATOR PILOT LIGHTS.
      - STAINLESS STEEL MOUNTING HARDWARE.
      - ALLEN BRADLEY RELEASING AND ALLEN BRADLEY SWITCHES AND INDICATOR LAMPS, OR APPROVED EQUIVALENTS.
      - EXTERNAL TROUBLE TROUBLESHOOTING AND COMPLETELY HEAVY DUTY ORGANIZED WIRE COMPONENTS.
      - PUSHBUTTONS, PUSH TO TEST PILOT LIGHTS, AND SELECTOR SWITCHES HEAVY DUTY TYPE.
    - DRIVE UNIT MOTOR STARTER SHALL BE A FACTORY-ASSEMBLED COMBINATION CONTROLLER WITH INTERNAL OVER-CURRENT PROTECTIVE DEVICE DISCONNECTING MEANS AND MAGNETIC MOTOR STARTER UNIT. SELECT CONTROLLER FEATURES TO COORDINATE WITH RATINGS AND CHARACTERISTICS OF SUPPLY CIRCUIT AND THE ACTUAL MOTOR TO BE CONTROLLED.
- PAINTING AND SURFACE PREPARATION:
  - ENCLOSURE TO INCLUDE STAINLESS STEEL SHALL BE SANDBLASTED TO AN SP-10 FINISH AND GIVEN TWO (2) COATS OF THERMOC O EPOXY PRIMER OR EQUAL.
  - ALL NON-SUBMERGED CARBON STEEL SHALL BE GIVEN ONE (1) COAT OF EPOXY PRIMER AND ONE (1) COAT OF POLYURETHANE DAMEL.
  - WELDED COMPONENTS ARE TO BE THOROUGHLY WASHED AND BRISTLE TO REMOVE OIL, GREASE, AND FOREIGN MATTER AND SHALL BE ALLOWED TO DRY COMPLETELY. ALL PARTS MUST THEN BE COATED AS SOON AS POSSIBLE AFTER BLASTING, AND NO FURTHER FURTHER PROCESSING OTHER THAN COATING APPLICATION SHALL BE DONE.
  - FOR ALL UNDESIRABLE FASTENERS SHALL BE 304 STAINLESS STEEL.
  - ALL CLARIFIER COMPONENTS SHALL BE COMPLETELY WELDED, ASSEMBLED, SANDBLASTED AND PRIME COATED READY FOR INSTALLATION BEFORE SHIPMENT. (OR) NOT OPEP GALVANIZED.
  - PARTICIPATION OF ALL CLARIFIER COMPONENTS SHALL BE TRUE AND FREE OF WAREPAGE. ALL MATERIALS AND COMPONENTS SHALL BE USED FOR THE ENTIRE LIFE OF THE PROJECT. THE NEW SP-10 FINISH SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
  - THE CLARIFIER AND ALL ITS COMPONENTS SHALL BE MONITORED ENVIRONMENTAL CORPORATION (CONTACT INFO: BRANDON GOSSE, PH. 734-342-2117, CELL: 735-5974 - [brandon@env.com](mailto:brandon@env.com)) OR APPROVAL ONLY BY THE ENGINEER.
- ALL DRACKETS, ANCHORS AND FASTENERS SHALL BE STAINLESS STEEL (ASTM 304)

**Towaco**  
Know what's below.  
Call before you dig.  
CALL 811 BEFORE YOU DIG

CONSULTANT'S SHEET  
PROJECT NO.

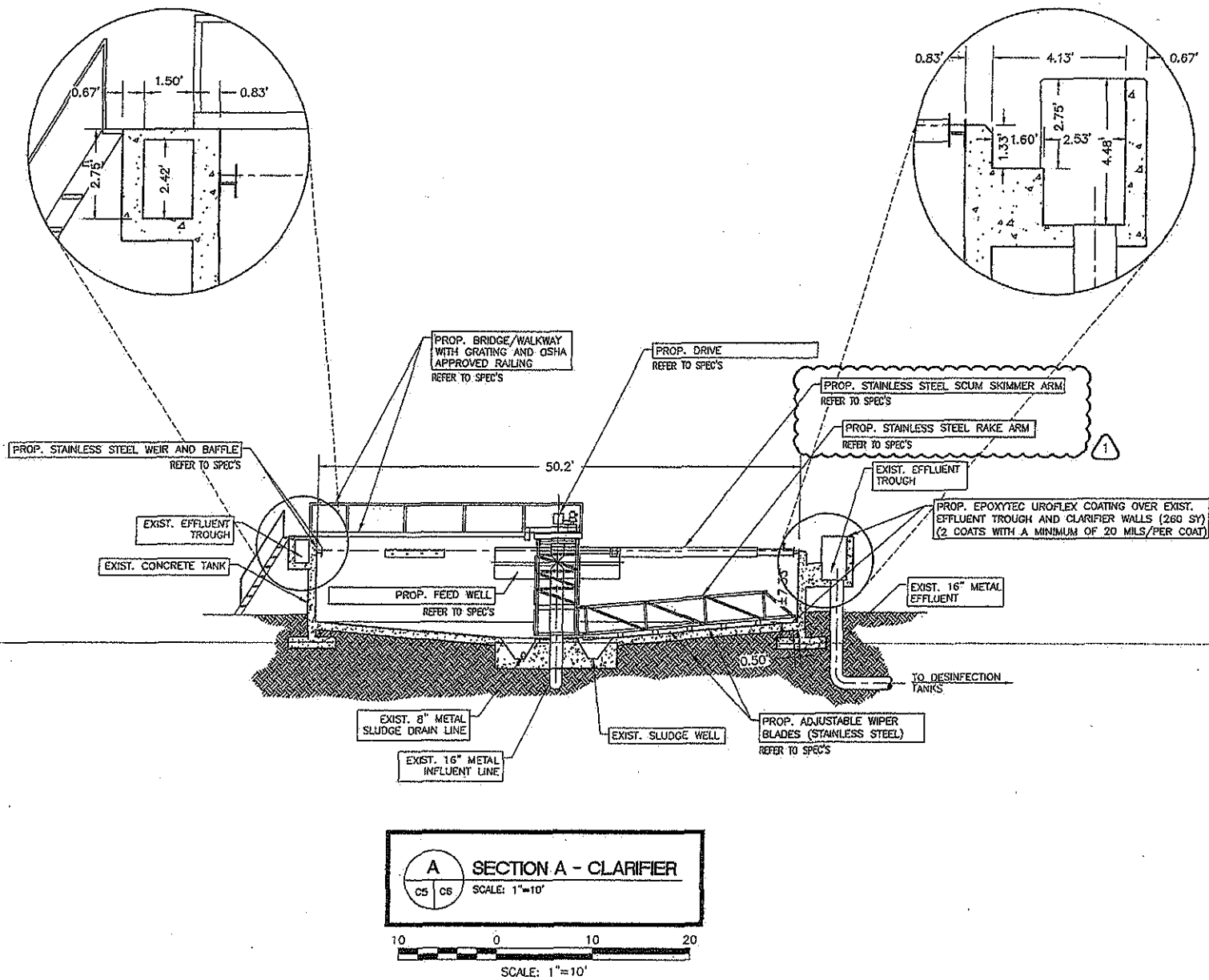


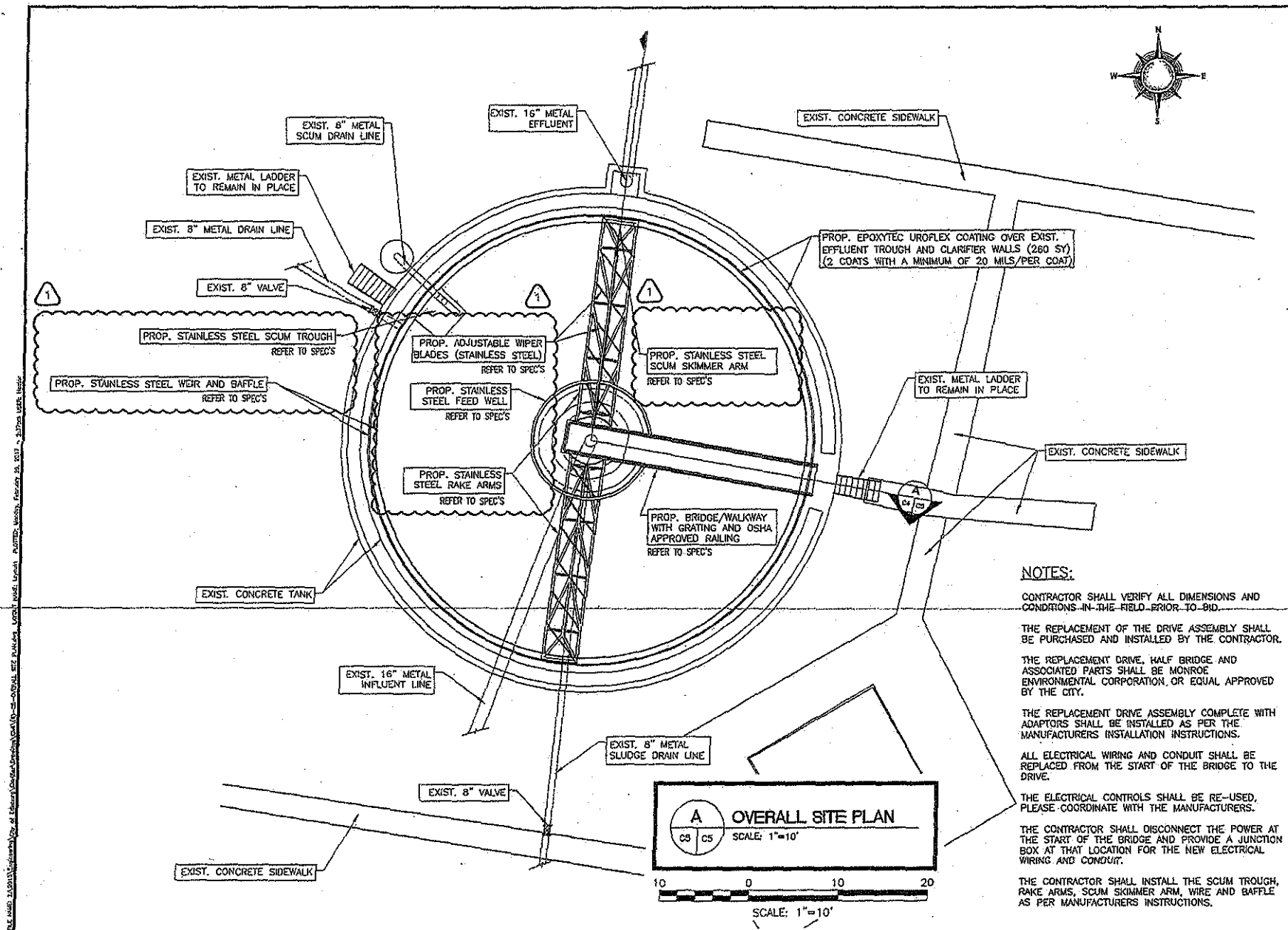
INSPECTION CONSULTING BUSINESS  
TABLE 1: PLAN (SECTION 16-1.10)

THE CITY OF  
**EDINBURG**

Wastewater Plant Clarifier Rehabilitation  
City of Edinburg


GENERAL NOTES  
DRAWING NO. **C1**  
SHEET 2 of 7





#### NOTES:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO BID.
- THE REPLACEMENT OF THE DRIVE ASSEMBLY SHALL BE PURCHASED AND INSTALLED BY THE CONTRACTOR.
- THE REPLACEMENT DRIVE, HALF BRIDGE AND ASSOCIATED PARTS SHALL BE MONROE ENVIRONMENTAL CORPORATION, OR EQUAL APPROVED BY THE CITY.
- THE REPLACEMENT DRIVE ASSEMBLY COMPLETE WITH ADAPTORS SHALL BE INSTALLED AS PER THE MANUFACTURERS INSTALLATION INSTRUCTIONS.
- ALL ELECTRICAL WIRING AND CONDUIT SHALL BE REPLACED FROM THE START OF THE BRIDGE TO THE DRIVE.
- THE ELECTRICAL CONTROLS SHALL BE RE-USED, PLEASE COORDINATE WITH THE MANUFACTURERS.
- THE CONTRACTOR SHALL DISCONNECT THE POWER AT THE START OF THE BRIDGE AND PROVIDE A JUNCTION BOX AT THAT LOCATION FOR THE NEW ELECTRICAL WIRING AND CONDUIT.
- THE CONTRACTOR SHALL INSTALL THE SCUM TROUGH, RAKE ARMS, SCUM SKIMMER ARM, WIRE AND BAFFLE AS PER MANUFACTURERS INSTRUCTIONS.

CONSULTANT'S SHEET	
PROJECT NO.	
	
<b>ICE</b> INDUSTRIAL CONSULTING ENGINEERS 14022 HWY 190 SUITE 100 HOUSTON, TEXAS 77060	
THE CITY OF <b>EDINBURG</b>	
Wastewater Plant Clarifier Rehabilitation City of Edinburg <b>OVERALL SITE PLAN</b>	
DATE	12/20/2017
BY	CS
CHECKED BY	CS
APPROVED BY	CS
DRAWING NO. <b>C5</b>	
SHEET 6 of 7	





**AMERICAN WATER SERVICES LLC**

2120 E. Richardson Rd  
Edinburg, Texas 78542

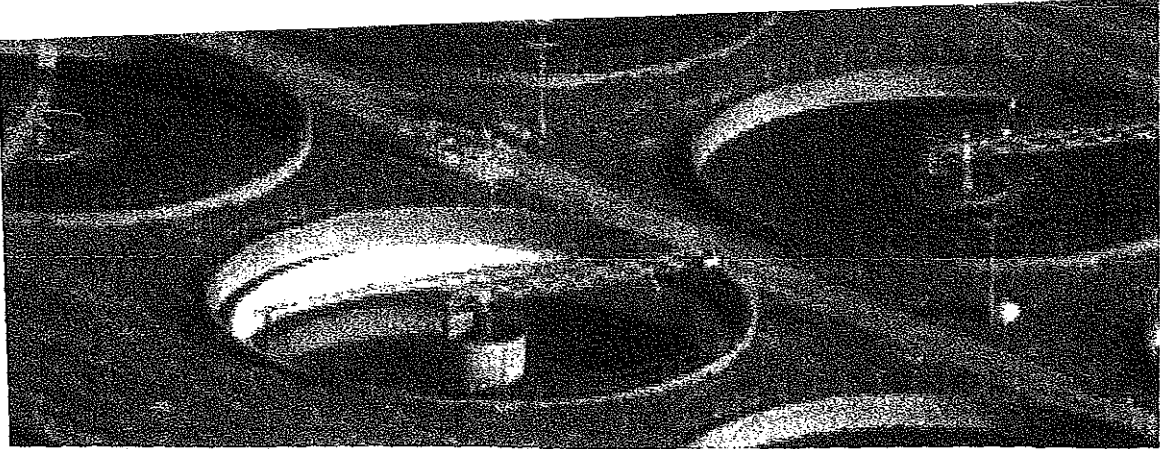
Office: 956-383-3155  
Cell: 956-578-9910

To who may concern:

American Water Services LLC is offering an alternative clarifier drive unit made by SIEMENS. This product will be equivalent to the indicated specs from the Monroe factory.

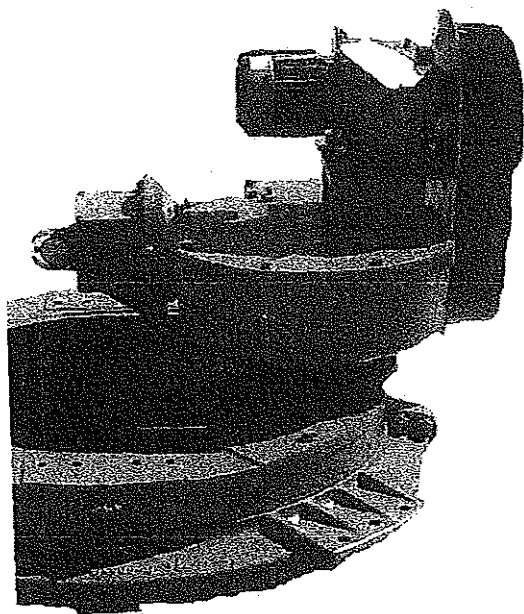
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Roberto Quiroz



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511.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 9567029002      956-702-9344 <b>ACCESS INSURANCE AGENCY</b> 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	<b>CONTACT NAME:</b> RINA R CASAS <b>PHONE (A/C, No, Ext):</b> 9567029002 <b>FAX (A/C, No):</b> 956-702-9344 <b>E-MAIL ADDRESS:</b> AINSURANCE1@RGV.RR.COM <hr/> <table style="width:100%;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> MESA UNDERWRITERS SPECIALTY</td> <td></td> </tr> <tr> <td><b>INSURER B:</b> PROGRESSIVE</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> TEXAS MUTUAL</td> <td></td> </tr> <tr> <td><b>INSURER D:</b> UNDERWRITERS AT LLOYD'S, LONDON</td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> MESA UNDERWRITERS SPECIALTY		<b>INSURER B:</b> PROGRESSIVE		<b>INSURER C:</b> TEXAS MUTUAL		<b>INSURER D:</b> UNDERWRITERS AT LLOYD'S, LONDON		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER A:</b> MESA UNDERWRITERS SPECIALTY															
<b>INSURER B:</b> PROGRESSIVE															
<b>INSURER C:</b> TEXAS MUTUAL															
<b>INSURER D:</b> UNDERWRITERS AT LLOYD'S, LONDON															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> 9563833155      9563835919 <b>ROBERTO QUIROZ</b> <b>AMERICAN WATER SERVICES, LLC</b> 2120 E RICHARDSON RD EDINBURG, TX 78542															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		MP0042027002785	12/02/2016	12/02/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>		03520406-6	07/22/2016	07/22/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY						\$
<b>C</b>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR		0001229492	09/28/2016	09/28/2017	EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A					
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<b>D</b>	<b>COMMERCIAL BUILDING</b>		TCN085391	06/15/2016	06/15/2017	\$135,000	\$1000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF EDINBURG PO BOX 1079 EDINBURG TX 78539 BID#2017-67	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> <b>AUTHORIZED REPRESENTATIVE</b>
--	---

# Western Surety Company

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71878162

That we, American Water Services, LLC.

\_\_\_\_\_ of the City of Edinburg, State of Texas,  
as Principal, and WESTERN SURETY COMPANY, a corporation, as Surety, are held and firmly bound unto  
City of Edinburg, Texas

\_\_\_\_\_, hereinafter called the Obligee, in the sum of  
5% of G.A.B. Dollars (\$ 5% of G.A.B. ),  
for which payment the Principal and Surety bind themselves by these presents.

WHEREAS, the Principal is herewith submitting a proposal to Bid No. 2017-67  
Wastewater Plant Clarifier Rehabilitation

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall be awarded the contract, the Principal will enter into a contract and give bond for the faithful performance of the contract, than this obligation shall be null and void, otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former. In no event shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount stated above.

Dated this 21st day of February, 2017.

American Water Services, LLC.

Principal

Countersigned (where required)

WESTERN SURETY COMPANY

Principal

By \_\_\_\_\_ Resident Agent

By Omar Villarreal

### ACKNOWLEDGMENT OF SURETY

STATE OF Texas

COUNTY OF Cameron } ss

On this 17th day of FEBRUARY, 2017, before me, the undersigned officer, personally  
appeared Omar Villarreal who acknowledged himself to be the  
Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation, and that he as such  
(Official Title or Attorney-in-Fact)

☐ Officer ☒ Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself as such ☐ Officer ☐ Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

My commission expires

Dec. 28, 2020

Form 392-5-2000



APOLONIO VILLARREAL  
Notary ID # 5040680  
My Commission Expires  
December 28, 2020

Apolonio Villarreal  
Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Omar Villarreal, Individually**

of Harlingen, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND  
AMERICAN WATER SERVICES, LLC. FOR CONSTRUCTION & PROJECT  
MANAGEMENT SERVICES**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 9567029002      956-702-9344 <b>ACCESS INSURANCE AGENCY</b> 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	<b>CONTACT NAME:</b> RINA R CASAS <b>PHONE (A/C, No, Ext):</b> 9567029002 <b>FAX (A/C, No):</b> 956-702-9344 <b>E-MAIL ADDRESS:</b> AINSURANCE1@RGV.RR.COM	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: MESA UNDERWRITERS SPECIALTY INSURER B: PROGRESSIVE INSURER C: TEXAS MUTUAL INSURER D: UNDERWRITERS AT LLOYD'S, LONDON INSURER E: INSURER F:
<b>INSURED</b> 9563833155      9563835919 <b>ROBERTO QUIROZ</b> <b>AMERICAN WATER SERVICES, LLC</b> 2120 E RICHARDSON RD EDINBURG, TX 78542		

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MP0042027002785	12/02/2016	12/02/2017	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		03520406-6	07/22/2016	07/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	0001229492	09/28/2016	09/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	COMMERCIAL BUILDING		TCN085391	06/15/2016	06/15/2017	\$135,000 \$1000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF EDINBURG PO BOX 1079 EDINBURG TX 78539 BID#2017-67	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE:
--	---



# Western Surety Company

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71878162

That we, American Water Services, LLC.

\_\_\_\_\_ of the City of Edinburg, State of Texas,  
as Principal, and WESTERN SURETY COMPANY, a corporation, as Surety, are held and firmly bound unto  
City of Edinburg, Texas

\_\_\_\_\_, hereinafter called the Oblige, in the sum of  
5% of G.A.B. Dollars (\$ 5% of G.A.B. ),  
for which payment the Principal and Surety bind themselves by these presents.

WHEREAS, the Principal is herewith submitting a proposal to Bid No. 2017-67  
Wastewater Plant Clarifier Rehabilitation

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall be awarded the contract, the Principal will enter into a contract and give bond for the faithful performance of the contract, than this obligation shall be null and void, otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the Principal and the amount for which the Oblige may legally contract with another party to perform the work, if the latter amount be in excess of the former. In no event shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount stated above.

Dated this 21st day of February, 2017

American Water Services, LLC.

Principal

Countersigned (where required)

WESTERN SURETY COMPANY

Principal

By \_\_\_\_\_ Resident Agent

By \_\_\_\_\_

### ACKNOWLEDGMENT OF SURETY

STATE OF Texas

COUNTY OF Cameron } ss

On this 17th day of FEBRUARY, 2017, before me, the undersigned officer, personally appeared Omar Villarreal who acknowledged himself to be the  
Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation, and that he as such

(Official Title or Attorney-in-Fact)

☐ Officer ☒ Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such ☐ Officer ☐ Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

Dec. 28, 2020

Form 392-5-2000



APOLONIO VILLARREAL  
Notary ID # 5040680  
My Commission Expires  
December 28, 2020

Apolonio Villarreal  
Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Omar Villarreal, Individually**

of Harlingen, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota  
County of Minnehaha

} ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## Smith-Reagan Insurance Agency

148 N. Sam Houston  
San Benito, TX 78586  
Office (956) 399-1353  
Fax (956) 399-2185

March 9, 2017

City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78541

RE: Bonding Verification Letter

Company: American Water Services, LLC.  
2120 E. Richardson Rd.  
Edinburg, TX 78542

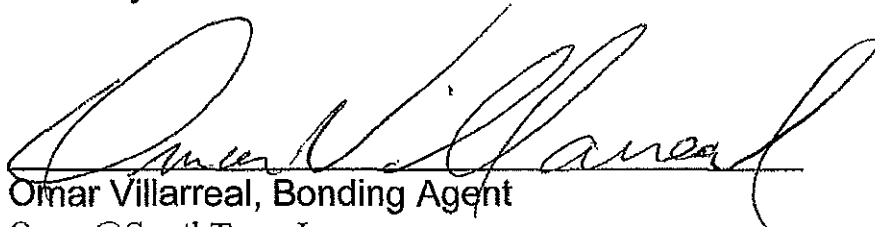
Dear Sirs/Madam

American Water Services, LLC. has been pre-approved for a \$350,000 single/ \$700,000 aggregate bond line with CNA Western Surety.

They will be able to produce a Payment & Performance bond within 2 days of being awarded a job and submitting a copy of the contract to my office.

If you have any questions, please feel free to call Omar Villarreal at (956) 454-2726.

Sincerely

A handwritten signature in black ink, appearing to read 'Omar Villarreal', is written over a horizontal line.

Omar Villarreal, Bonding Agent  
[Omar@SouthTexasIns.com](mailto:Omar@SouthTexasIns.com)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 9567029002      956-702-9344 <b>ACCESS INSURANCE AGENCY</b> 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	<b>CONTACT NAME:</b> RINA R CASAS <b>PHONE (A/C, No, Ext):</b> 9567029002 <b>FAX (A/C, No):</b> 956-702-9344 <b>E-MAIL ADDRESS:</b> AINSURANCE1@RGV.RR.COM	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: MESA UNDERWRITERS SPECIALTY INSURER B: PROGRESSIVE INSURER C: TEXAS MUTUAL INSURER D: UNDERWRITERS AT LLOYD'S, LONDON INSURER E: INSURER F:
<b>INSURED</b> 9563833155      9563835919 <b>ROBERTO QUIROZ</b> <b>AMERICAN WATER SERVICES, LLC</b> 2120 E RICHARDSON RD EDINBURG, TX 78542		

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MP0042027002785	12/02/2016	12/02/2017	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td align="right">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td align="right">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td align="right">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td align="right">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td align="right">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td align="right">\$ 1,000,000</td></tr> <tr><td></td><td align="right">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
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PRODUCTS - COMP/OP AGG	\$ 1,000,000																			
	\$																			
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		03520406-6	07/22/2016	07/22/2017	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td align="right">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td align="right">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td align="right">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td align="right">\$</td></tr> <tr><td></td><td align="right">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
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PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td align="right">\$</td></tr> <tr><td>AGGREGATE</td><td align="right">\$</td></tr> <tr><td></td><td align="right">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b> N/A	0001229492	09/28/2016	09/28/2017	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td align="right">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td align="right">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td align="right">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	<b>COMMERCIAL BUILDING</b>		TCN085391	06/15/2016	06/15/2017	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="right">\$135,000</td> <td align="right">\$1000 DED</td> </tr> </table>	\$135,000	\$1000 DED												
\$135,000	\$1000 DED																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF EDINBURG PO BOX 1079 EDINBURG TX 78539 BID#2017-67	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE:
--	---

# Western Surety Company

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71878162

That we, American Water Services, LLC.

\_\_\_\_\_ of the City of Edinburg, State of Texas,  
as Principal, and WESTERN SURETY COMPANY, a corporation, as Surety, are held and firmly bound unto  
City of Edinburg, Texas

\_\_\_\_\_, hereinafter called the Obligee, in the sum of  
5% of G.A.B. Dollars (\$ 5% of G.A.B. ),  
for which payment the Principal and Surety bind themselves by these presents.

WHEREAS, the Principal is herewith submitting a proposal to Bid No. 2017-67  
Wastewater Plant Clarifier Rehabilitation

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall be awarded the contract, the Principal will enter into a contract and give bond for the faithful performance of the contract, than this obligation shall be null and void, otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former. In no event shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount stated above.

Dated this 21st day of February, 2017

American Water Services, LLC.

Principal

Countersigned (where required)

WESTERN SURETY COMPANY

Principal

By \_\_\_\_\_ Resident Agent

By Omar Villarreal

### ACKNOWLEDGMENT OF SURETY

STATE OF Texas

COUNTY OF Cameron } ss

On this 17th day of FEBRUARY, 2017, before me, the undersigned officer, personally appeared Omar Villarreal who acknowledged himself to be the  
Attorney-in-Fact \_\_\_\_\_ of WESTERN SURETY COMPANY, a corporation, and that he as such

(Official Title or Attorney-in-Fact)

☐ Officer ☒ Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such ☐ Officer ☐ Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

Dec. 28, 2020

Form 392-5-2000



APOLONIO VILLARREAL  
Notary ID # 5040680  
My Commission Expires  
December 28, 2020

Apolonio Villarreal  
Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Omar Villarreal, Individually**

of Harlingen, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

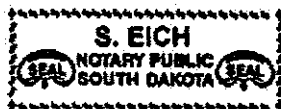
State of South Dakota  
County of Minnehaha

} ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**BIDDER'S LIST  
WASTEWATER PLANT CLARIFIER REHABILITATION**

**McAllen Construction  
P.O. Box 3244  
McAllen, Texas 78502**

**Sascon, Inc.  
2302 N. Bryan Rd.  
McAllen, Texas 78574-2427  
05/20/2013 updated**

**Mid Valley Construction Co.  
701 N. Iowa  
Weslaco, Texas 78596**

**Pueblo Construction  
P.O. Box 4564  
McAllen, Texas 78502-4564**

**Closner Construction  
2809 W. Expressway 83  
La Feria, Texas 78559**

**O.G. Construction Co.  
4021 N. Closner Blvd.  
Edinburg, Texas 78543**

**Border Paving & Construction  
Mr. Roberto A. Morales  
3405 San Clemente  
Mission, Texas 78572**

**D. Wilson Construction  
1209 E. Pecan  
McAllen, Texas 78570**

**GARCO Construction  
20296 S. U.S. Highway 281  
San Benito, Texas 78586**

**All Sites Utility Construction  
2009 Waterwillow  
Weslaco, Texas 78596**

**Saenz Utility Contractors, Inc.  
22290 N. FM 88  
Edcouch, Texas 78538**

**J.M. Construction  
3701 Jade Street  
Weslaco, Texas 78596**

**AMTEK Planrooms & Engineering  
Reports  
7801 North Lamar, Ste A137  
Austin, Texas 78752**

**Total Commitment, LLC  
11435 N. Bryan Road  
Mission, Texas 78573**

**McGraw-Hill Construction Dodge  
6044 Donna Beatriz  
El Paso, Texas 79932  
1-800-741-2718**

**Joe Williamson Construction  
P.O. Box 4352  
McAllen, Texas 78502**

**Rio Pipeline, Inc.  
2113 W. S.H. 107  
McAllen, Texas 78504**

**Mission Paving, Co.  
P.O. Box 949  
Mission, Texas 78573**

**Valley Paving, Inc.  
321 E. 2 Mile Line  
Mission, Texas 78574**

**JLV Utility Construction, LLC  
P.O. Box 3776  
Edinburg, Texas 78540**

**Fresno Construction  
724 W. Monte Cristo  
Edinburg, Texas 78541**

**United Contractors  
4616 N. Conway  
Mission, Texas 78573**

**M&H Asphalt Paving & Concrete  
Construction  
28226 Palm Blvd.  
Harlingen, Texas 78552**

**J & E. Lift Station Services  
P.O. Box 239  
La Blanca, Texas 78558**

**Texas State Underground  
201 W. Hibiscus  
McAllen, Texas 78501**

**Associated General Contractors  
of America  
Attn: Mr. Perry Vaughn  
P.O. Box 391  
Harlingen, Texas 78551**

**A & E Paving Construction  
109 Elida Street  
Mission, Texas 78573**

**Mirasoles Construction**  
921 S. 10th  
Edinburg, Texas 78539

**SNA Construction**  
Rt. 1 Box 152  
Lyford, Texas 78569

**The 5125 Company**  
1008 Doherty  
Mission, Texas 78572

**5-Star Construction**  
P.O. Box 949  
Mission, Texas 78573

**Dos Logistics, Inc.**  
2811 E. Mile 9½  
Donna, Texas 78537

**Asago Construction, LLC**  
2113 Pecos  
Mission, Texas 78572

**RCD Infrastructure, LLC**  
3701 S. Westgate  
Weslaco, Texas 78596

**Diamondback Contractors, LLC**  
912 N. Bentsen  
McAllen, Texas 78501

**Reed Construction Data**  
30 Technology Parkway, Ste. 500  
Norcross, Georgia 30092

**TEGA Construction**  
4605 W. University Drive  
Edinburg, Texas 78539

**DDMA Construction, Inc.**  
P.O. Box 1411  
Mission, Texas 78573

**L & G Concrete Construction, Inc.**  
Mr. Juan Espinoza  
2100 W. Expressway 83  
Mercedes, Texas 78570

**CUPCORP**  
520 E. Nolana Avenue, Suite 130  
McAllen, Texas 78504

**Guzman Utility Construction**  
P.O. Box 3518  
Edinburg, Texas 78540

**Texas Regional Construction**  
301 S. Inspirational  
Mission, Texas 78572

**Rio Grande Valley Chapter**  
P.O. Box 391  
Harlingen, Texas 78551

**Southern Trenchless**  
16043 Country Bend Rd.  
Houston, Texas 77095

**American Industrial Constructors**  
2120 E. Richardson  
Edinburg, Texas 78542

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Awarding Bid No. 2017-71, Reconstruction of One (1) Residence – 500 East Peter, in the Housing Assistance Program to Quality Investments, in the Amount of \$57,499.99 and Authorize the City Manager to Enter into a Contract Relating Thereto. [Marissa Garza, Director of Community Development/Grants Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Housing Assistance Program accepts application(s) and evaluates the applicants for housing assistance and the feasibility of the reconstruction before presenting the application(s) to the Housing Assistance Committee. A clear title to the property must be secured, and delinquent taxes are required to be paid off. All eligible housing assistance application(s) are presented to the Housing Assistance Committee for approval, and applicants are notified of their status. The Housing Assistance Committee recommended the applicant for approval.

A pre-bid conference was held on February 28, 2017 to review plans and specifications. On March 6, 2017, Bid No. 2017-71, Reconstruction of One (1) Residence – 500 East Peter, was opened with two (2) contractors participating which met specifications and bid requirements. All efforts were made during the bid process to obtain competitive bids from thirty-four (34) contractors on the CDBG Approved List of Contractors participating in the Housing Assistance Program. Staff recommends awarding bid to lowest bidder being Quality Investments.

Staff has verified that all specifications have been met, no delinquent taxes or monies are owed, and there are no liens with the City of Edinburg. The Contractor is not debarred as verified through the System for Award Management. Quality Investments has experience with the City of Edinburg in building construction, concrete work, and residential rehabilitation/reconstruction with the Housing Assistance Department over ten years. The company has provided all required insurances. The bid is within the cost estimate, as prepared by staff.

**RECOMMENDATION:**

Approve Awarding Bid No. 2017-71, Reconstruction of One (1) Residence – 500 East Peter, in the Housing Assistance Program to Quality Investments, in the Amount of \$57,499.99 and Authorize the City Manager to Enter into a Contract Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

/s/Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/Marissa Garza  
Marissa Garza  
Director of Community  
Development/Grants  
Management

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

# BID RECOMMENDATION FORM

## CDBG LOAN/GRANT PROGRAM

Title: Reconstruction of one (1) Residence  
 Bid No.: 2017-71  
 Date Opened: 3/6/17

			Quality Investments P.O. Box 943 Mission, Texas 78573 (956) 624-7711		Jax Construction 7021 North 71/2 Mile Road Mission, Texas 78572 (956) 789-0246			
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1		500 East Peter	Bid Bond	\$57,499.99	Bid Bond	\$59,890.00		
SUBTOTAL.....			\$57,499.99		\$59,890.00			
NET TOTAL .....								
TERMS.....								
DELIVERY .....			\$57,499.99		\$59,890.00			

**RECOMMENDATION:**  
 Award: Quality Investments (\$57,499.99)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department: Housing Assistance Department  
 Budgeted Amount Available: \$118,486.00  
 Additional Funds Required: None  
 Prepared By: Veronica Guerrero, Housing Coordinator

**DISCLAIMER:**  
 The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

# THE CITY OF EDINBURG

## NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, March 06, 2017**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### BID NO. 2017-71 RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER

A pre-bid conference will be held between 2:00-5:00 p.m., Tuesday, February 28, 2017, at the Edinburg City Hall Community Room. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding specifications, please contact Ms. Veronica Guerrero, Housing Coordinator at (956) 388-8206.

If you have any questions or require additional information regarding this bid, please contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com.

If Hand-delivering Bids: 415 West University Drive,  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg  
C/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

RECEIVED  
FEB 28 2017  
BY: *V. Guerrero*

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

## **CITY OF EDINBURG INSTRUCTIONS TO BIDDERS**

### **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

### **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

### **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) copy marked "COPY". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

**If Hand-delivering Bids:** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas 78541  
**If Mailing Bids:** P.O. Box 1079, Edinburg, TX 78540-1079

### **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

### **SALES TAX**

State sales tax must not be included in the bid.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.



## **INSTRUCTIONS TO BIDDERS (Continued):**

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the RECONSTRUCTION OF ONE RESIDENCE – 500 E. PETER as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose

## **INSTRUCTIONS TO BIDDERS (Continued):**

overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may award products/contracts to local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price, as allowed by Section 271.9051 of the Local Government Code.

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

### **INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

## INSTRUCTIONS TO BIDDERS (Continued):

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

### **BID BOND INFORMATION – CONSTRUCTION PROJECT ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure

## **INSTRUCTIONS TO BIDDERS (Continued):**

payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
RECONSTRUCTION OF ONE (1)  
RESIDENCE – 500 E. PETER**

**BID NO. 2017-71**

**BID OPENING DATE: March 06, 2017 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER.**

**GENERAL REQUIREMENTS AND AGREEMENT FOR RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER:**

You are invited to submit a sealed bid for the purchase and RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER as requested by the City of Edinburg.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

SEE ATTACHED SPECIFICATIONS

**CITY OF EDINBURG  
BID FORM FOR  
RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER**

**BID NO. 2017-71**

**BID OPENING DATE: March 06, 2017 at 3:00 p.m.**

I/We submit the following bid in ORIGINAL FORM for RECONSTRUCTION OF ONE (1) RESIDENCE 500 E. PETER according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

**CHECK ONE**

☐ BUYBOARD   ☐ H-GAC   ☐ TXMAS   ☐ DEALER/LOCAL  
☐ TX DIR   ☐ TFC   ☐ OTHER \_\_\_\_\_

Specify

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(If applicable) (If applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	500 E. PETER  LEGAL DESCRIPTION: Lot 1, Block 161, Original Townsite of Edinburg, Hidalgo County, Texas.  NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.  NOTE 2: DEMOLISH EXISTING HOME	\$ _____

The City reserves the right to increase or decrease the quantities depending on availability of funds.



## BID FORM FOR RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER (Continued):

*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.*

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SIGNATURE:

\_\_\_\_\_

TYPE/PRINT NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.:

\_\_\_\_\_

FAX NO.:

\_\_\_\_\_

EMAIL:

\_\_\_\_\_

City of Edinburg  
Housing Assistance Program  
Community Development Block Grant

DESCRIPTION OF MATERIALS ON PROPOSED CONSTRUCTION

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2 Bedrooms, 1 Bath Handicap / Brick Veneer

Applicant's Name: Pedro Salinas

Mailing Address: 500 E. Peter, Edinburg, Texas 78539

Legal Description: Lot 1, Block 161, Original Townsite of Edinburg, Hidalgo County, Texas.

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1. Describe all materials and equipment to be used, whether or not shown on the drawings, by making "x" in each appropriate check-box and entering the information called for in each space. If inadequate, enter "See Misc." and describe under item 25 or on an attached sheet.
  2. Work specifically described or shown will not be considered for value.
  3. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
  4. Include signatures required at the end of this form.
  5. The construction shall be completed with the related drawings and specifications, as amended during processing.
  6. All demolition and construction debris must be disposed of at the City of Edinburg Landfill.
- 

The contractor is responsible for review of this Specification and field verification to determine that a complete and functioning project is delivered to the Homeowner within the sealed written quote. Any additional work to be done or changes in work proposed must be approved in writing and signed by the City, Homeowner(s), and the Contractor.

Should any figures be unverifiable or omitted that are necessary for a clear and comprehensive understanding, or should any errors appear, it will be the duty of the contractor to advise the proper party of the same, and not to go on with the work or bid in uncertainty?

The contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding, and tools, for completing total construction project in the best possible and most rapid manner and to its entire, proper and substantial completion. The contractor should provide temporary light pole or power generator for the construction. Any trees, shrubs, etc., needed to be cut or removed are the Contractor's responsibilities.

The Contractor is to be held responsible for any violations of the proper City's and/or Counties' ordinances under which this property is governed. Contractor will provide temporary on-site portable toilet for the duration of construction project.

The Contractor shall on a daily basis or as needed, remove all rubbish and waste materials and keep the premises as clean as possible during the progress and at the completion of work. The Contractor shall deliver the home in a broom clean condition; remove any construction debris from the property right of ways, curbs and gutters.

The City of Edinburg and Contractor may erect a construction sign before or during construction on the premises.

#### **PERMITS AND INSPECTIONS**

The Contractor shall be responsible for obtaining all necessary permits required in the location where the improvements are to be constructed. The Contractor shall call upon the proper authorities for compliance inspections and assume the fee for the same example; Code Enforcement, Utilities, Public Woks, Engineering, City Land Fill etc.... Contractor will certify completion of project by submitting a certificate of occupancy from City of Edinburg Code Enforcement at final inspection to Community Development staff.

#### **WORKMANSHIP**

All labor is to be done in a skilled and thorough manner. All materials are to be of the dimension, design and grade herein specified. Unless otherwise specified, any patented materials or materials specified by trade name are to be applied and installed strictly according to the manufacturer's specifications.

#### **GUARANTEE OF WORKMANSHIP**

Guarantee the work performed for a period of one year from the date of final inspection and acceptance by Housing Assistance Staff of all the work required by the contract. Failure to honor this guarantee may result in the debarment of the contractor from future contract awards with the City of Edinburg. Furthermore, furnish Housing Assistance Staff with all manufactures and supplier's written guarantees and warranties covering materials and equipment under the contract.

#### **SUBCONTRACTORS**

The General Contractor shall be responsible for all subcontractors put to work to do any part of this contract. The owner reserves the right to reject any or all bids.

#### **SCOPE OF WORK**

To reconstruct the home according to the accompanying specifications.  
***Must meet 2012 I.R.C (International Residential Code), 2012 IBC (International Building Code Family), 2009 I.E.C.C. (International Energy Construction Code), 2011 N.E.C. (National Electrical Code) and all City codes and ordinances.*** Concrete will be placed only Monday-Friday from 8 am to 4 pm, to allow for proper inspections by the proper officials at the City, County or State Departments.

1. **EXCAVATION & COMPACTION:** Make sure to add moisture to fill between layers.

**Bearing Soil:** Filling will be done in layers and compacted all **SELECT FILL** will be clean sandy loam free of organic material, trash, clay or any other inappropriate type materials, with a ***minimum excavation of 12" into undisturbed soil. Contractor will be responsible to treat, remove or replace fill dirt if any thorns or weeds appear where fill dirt was used at their cost. The finished floor elevation to be above the curb at:***

☐ 18", ☒ 24", ☐ 33", ☐ 36"

This point of the curb to be centered to the length or width of the property and is to be used as reference point located on the;

☒ North, ☐ South, ☐ East, ☐ West

All select fill must be compacted with moisture between layers.

2. **FOUNDATION** Note: Foundation is to be followed as specified below and as indicated in the attached Foundation Plan.  
As per city, state codes and ordinances.

**Porches:**

- a. Foundation as per slab design. Roof same as house.
- b. Front porch: Accessibility for front door entrance must be no step entrance.
- c. Front porch slab to be flush with the front entrance (no step entrance) of the house slab and gradually tapering down flush with the finished surface of the parking pad.

**Footing:**

Strength PSI: 3000 PSI with Fly Ash as per city, state codes and ordinances  
Reinforcing: All reinforcing steel must be minimum Grade 40 or better and free of rust.

- a. 6 x 6 x 6/6 Gauge Wire mesh
- b. #5 x 20'. 0 Rebar
- c. #3 x 6 x 12" Stirrups @ 36 inches O.C.
- d. #3 x 6 x 30" Stirrups @ 36 inches O.C.
- e. #5 x 4'. 0 Corner Bar
- f. 5/8" x 10" x Anchor Bolts @ 4' Center Maximum
- g. 2" Lift Chairs

**Waterproofing:** 6-Mil Polyethylene

**Termite Protection:** Vendor must be state certified, licensed, bonded, and must use minimum active ingredient of .05% Imidacloprid. Contractor must provide Housing Assistance Staff with Certificate of Treatment for work performed.

**Additional Information:**

- a. All foundation to comply with slab design.
- b. Slab 4" minimum, exterior beams 12" x 24" plus 12" excavation into undisturbed soil equal 36" in height, and interior beams 12" x 18".
- c. Allow for expansion joint between house slab and parking pad, 1/2" asphalt impregnated material or 1/2" redwood, and expansion mark where parking pad and driveway meet.

\* Note: Any evidence of significant structural failure on any concrete driveways, sidewalks, or foundations shall be replaced at the sole cost of the Contractor. The City Engineer shall determine the extent of the failure and make the final determination on its replacement. Factors that will be considered shall include the size, type and count of visible cracking or failure in making the determination.

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

3. **EXTERIOR WALLS:** As per city, state codes and ordinances, (2012 I.R.C. & 2012 IBC Family);  
**Wood Frame:** *Must also comply with Wind Storm Design plan provided by Housing Assistance Department at the time of award.*
- a. Wood Grade, and Species #2 Spruce Pine Fir (S.P.F.) or white or yellow pine wood precut studs @16" on center (O.C.)
  - b. Corners and Bracing 4' x 8' x 1/2" OSB Sheathing
  - c. Building paper or Felt (#15 Felt paper x 18")
  - d. 2" x 4" treated for bottom plates of exterior walls
  - e. Polyseal strip on base of treated stud of exterior walls

Wind Storm (ties, braces, straps etc...) materials, design plan must be followed as specified, any work not complying will be halted until contractor corrects it at their cost!

**Sheathing:**

- a. Foil backed insulated board, foam min. R-3 or better  
(Note: to be sealed at all joints with foil tape, nail all seams).  
Include sheets for all exterior surfaces, corners and bracing.

4. **Partition Wall Framing:**

**Studs:**

Wood, Grade, Species: #2 Spruce Pine Fir (S.P.F.) Precut studs  
Size and Spacing: 2" x 4" x 92 5/8" @ 16" on center (O.C.)

5. **Ceiling Framing and Strong backs:** Beams, joists etc... Must meet span table

**Joist:**

Wood, Grade, and Species: #2 S.P.F. 2"x 6" or #2 S.P.F. 2" x 8"  
Other: As per wood frame span table  
Ceiling Joist: 2" x 6" ceiling joist @ 24" on center

6. **Roof Framing, Purlins and Bracing:** Must meet span table

**Rafters, Porch Gable, Siding:**

Wood, Grade, and Species: 2" x 6" S.P.F. or 2" x 8" as per wood frame span table  
Grade and Species: Ridge board 2" x 8". Front gable on porch to be Hardi-Plank cement siding 4'x 8', as per plans

7. **Decking Radiant Barrier:**

**Fascia, soffit, and soffit vents:**

- a. 4' x 8' x 1/2" Oriented Strand Board (OSB) Foil Faced Radiant Barrier Sheathing
- b. 15/32" Steel Ply Clips
- c. 1"x8" Cedar Fascia Board
- d. 1"x2" Cedar Fascia Board
- e. 11/32" BC plywood (3/8) for soffit
- f. 8"x16" soffit vent @ 8' O.C.

As per city, state codes and ordinances

8. **Windows:** (All windows will be tinted, double pane insulated, Colonial type, LowE windows U-Factor 0.65 or lower) caulk around the inside and outside of all windows.

Location	Type/Colonial	Brand	Size	Quantity
Bedrooms # 1 & 2	Bronze / White	HR Window or Better	3'0" x 5'0"	2
Living room	Bronze / White	Arch HR Window or Better	3'0" x 5'0"	1
Bathroom	Bronze / White	HR Window or Better	2'0" x 1'0"	1
Dining Room	Bronze / White	Arch HR Window or Better	3'0" x 5'0"	1

**Windows:** U-Factor 0.65 or lower

Weather-stripping:

Type: Rib and Gasket

Material: Rubber and Aluminum

Window Screen: Fiberglass or Galvanize window screens

Window Sills: 1"x6" white or yellow pine wood with rounded router ends and edges

**Note:** If an alternate product is being used, manufacturer's specifications must be turned in to Housing Coordinator.

9. **Entrances: (Front and Rear Doors):**

Entrance Door: Double bore

Material: 6-panel pre hung metal door unit (insulated)

Width: 3'0" x 6'8"

Thickness: 1 3/4" solid

Frame Material: White Pine Jamb

Door Sills: Aluminum Threshold (caulk underneath before installation of the door unit)

Head Flashing: 26 gauge galvanize

Weather-stripping: Tape: Rubber & Aluminum

Exterior Millwork: Wood 2"X 2" door molding

Grade & Species: SPF #2 compatible or better

Paint: Oil base high gloss enamel

10. **Stairs:** Attic Stairways: 2' x 4' in hall or as indicated on plan.

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

\*Note: As per city, state codes, ordinances and specifications.

11. **Roofing & Roof venting:**

- a. DL Metal Drip Edge
- b. Ridge vent (see roof plan for size)
- c. # 30 felt
- d. 20 year fiberglass shingles (owner to select color) or energy star rated.
- e. 26 gauge x 16" width galvanize flashing
- f. 5- hip roof vents to provide net free venting with no obstructions (see plans)

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

12. **Exterior Painting:**

**Material:**

Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats)

Apply caulking on all seams gaps and putty on all nails, staple marks on all fascia, soffit, brick mold, and siding panels.

Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to all exterior wood surfaces with brush and roller, if sprayed four (4) coats)

Caulk Minimum 20-year warranty acrylic latex.

Apply all primer and paint to manufacturer's specifications.

Owner to select color of paint on all painted surfaces.

**USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED.**

Note: All exterior primer and paint will be compatible or better to:

- a. Sherwin Williams A-100 Latex Wood Primer (oil-based) (one (1) coat with brush and roller, if sprayed two (2) coats)
- b. Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) (two (2) coats with brush and roller, if sprayed four (4) coats)
- c. Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).
- d. If an alternate product is being used, manufactures' specifications must be turned in to Housing Coordinator.
- e. Follow manufacturer's, surface preparation prior to applying finish.

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

13. Brick Veneer:

- a. American made brick only. \$360.00 per thousand maximum allowance (owner to select color)
- b. Masonry spacing: 1/2"
- c. Dimensions: 2"-5/8" x 9"-5/8" or 3"x10"
- d. Sand
- e. Masonry cement
- f. Brick ties

Window Sills: a. Brick

Lintels: a. 4" x 4" x 1/4" Angle Iron and apply oil based primer.  
\* Note: Above all exterior doors and windows where applicable.

Base Flashing: a. # 30 felt, to wrap around all window and exterior door rough openings.

Front Porches: a. Porch shall have one (1) or two (2) brick columns as per floor plan. With treated 4"x 4" x 10' post, anchored as per wind storm design plan (refer to wind storm plan).

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

14. Interior Walls:

Drywalls (walls and ceilings): Gypsum Board: **USA Made only, no imported type allowed.**  
Thickness: 1/2"  
Finish: Tape, Float  
Corners: Regular corner beads 1 1/4" galvanize, or rounded plastic  
Joint Treatment: Tape, Float and Texture

Orange Peel \_\_\_\_

Monterrey X



**INTERIOR WALLS CONTINUED:**

Rooms	Wall Finish Material & Application	Ceiling Finish Material & Application
Kitchen	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Bath	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Bedrooms	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Living Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Dining Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Utility Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Hallway	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Central Air Handler Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Lenin Closet	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling

If a light coat of texture is used apply two coats, if one coat apply medium heavy, as to cover all taped joints adequately.

\*Note: Gypsum board on the ceilings must be nailed at 7" on center, and 8" on center on walls.

(All gypsum board must be cut to fit with tapered sides and ends butting. Where possible end joints must be staggered).

\*Note: All interior paint will be compatible or better to: Minimum 10 year Warranty, caulk minimum 20-year warranty acrylic latex.

All interior wall partitions will be painted one color.

Sherwin Williams B-49 W200 (oil-based primer) (1 coat of primer with brush and roller, if sprayed 2 coats)

Sherwin Williams Classic 99 Semi-Gloss Latex (water-based), (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color). All interior ceilings will be painted white.

Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).

If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator.

Follow manufactures' surface preparation prior to applying finish.

**(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)**

15. **Interior Doors, Trim, Hardware and Bathroom Accessories:**

a. **Front and Rear Door Knobs and Locks:**

Location	Description	Material	Make	Quantity
Front Exterior Door	Keyed Alike Dead Bolt & Entry Combination with Lever Type Handle	Nickel Finish	Tru-Guard or Better	1
Rear Exterior Door	Keyed Alike Dead Bolt & Entry Combination with Lever Type Handle	Nickel Finish	Tru-Guard or Better	1

Door Stoppers: (install door stoppers on all interior doors, and a door sweep to the A/C return door.) (Additional information: Install jumbo (one inch diameter) peep-hole in front door only.)

Interior Doors, Trim, Hardware and Bathroom Accessories Continued:

b. Interior Doors and Trim and Bathroom Accessories:

Location	Description	Material	Thickness	Size
Bedroom #1	Hollow Core Mahogany	Wood	1 3/8"	2'8" x 6'8"
Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Closet Bedrooms # 1 & 2	Hollow Core Mahogany	Wood	1 3/8"	2 - 2'8" x 6'8"
Bathroom	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Central Air Handler Door	Hollow Core Mahogany	Wood	1 3/8"	2'0" x 6'8"
Utility Room	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Linen Closet	Hollow Core Mahogany	Wood	1 3/8"	2'0" x 6'8"

\*Note: Follow manufacturer's surface preparation prior to applying finish. Paint or varnish to be applied in a uniform manner as to cover up all unfinished surface(s). Do not leave any black or gray spotting or streaks.

c. Interior Doors, Trim, and Bathroom Accessories:  
Door Knobs:

Location	Description	Material	Make	Quantity
Bedroom # 1	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Bedroom # 2	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Bathroom	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Utility Room	Lockset (privacy) Lever Type	Nickel Finish	Tru-Guard or better	1
Closet (Bedrooms # 1 & 2)	Passage Lever Type	Nickel Finish	Tru-Guard or better	2
Central Air Handler	Passage Lever Type	Nickel Finish	Tru-Guard or better	1
Linen Closet	Passage Lever Type	Nickel Finish	Tru-Guard or better	1

d. Base Trim: **Wedge or Colonial**  
Type: Trim Finger Joint Molding 2 1/8" width if painted.  
If stained must be **STAIN GRADE OR BETTER.**

Make: White Pine or Better

Finish: Doors: ☒ Sealer, Stained & Varnish  
☐ Painted

Doors trims: ☐ Sealer, Stained & Varnish  
☒ Painted

Doors jambs: ☐ Sealer, Stained & Varnish  
☒ Painted

Base: ☐ Sealer, Stained, Varnished  
☒ Painted

Window Stools: White Pine or Better -1"x 6" with rounded corners and router edges with trim under stools

Closet Shelves: 1" x 12" white pine at 65" high brackets (2) in bedroom #1 and (1) centered in bedroom #2 when over 4' in length

Other Trims (Item, Type and Location) all trims will be enamel painted with oil based paint.

e. **Bathroom Accessories:** One (1) (For Handicap Accessibility only)

- Material Cost: \$** \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

**Kitchen Cabinets:** Overhead Unit

Material: 3/4" Ash/Birch Plywood  
 Backing: 1/4" Luan for Backing  
 Linear feet: 18' - 3"  
 Shelf width: 1' - 0"  
 Shelf Material: 3/4" BC Plywood

<b>Kitchen Cabinets:</b>	<b>Base Unit</b>
Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	15' – 9"
Cabinet width:	2' – 0"
Back Splash:	18" Coved Formica
Counter Top:	¾" BC Plywood, Formica to be applied
Edging:	Formica
Shelf Material:	¾" Luan Plywood

**Cabinets and Interior Detail Continued:**

Finish on Cabinets:    ☒ Stain, Sealer, and Varnish  
                                     ☐ Paint

\*Note: All door fronts to be hard board with 1/4" plywood Ash or Birch panel insert, or all 3/4" doors and drawer fronts to be trimmed with lip mold for kitchen, vanity, and medicine cabinets.

**No slab doors allowed.** All hinges to be spring loaded self-closing and with nickel finish including handles or pulls.

**Medicine Cabinets:**    Recessed wall unit solid wood 14" x 5" x 19" construction of same material ash or birch.

**Wall Mirror:**                24" x 30" x 1/4"

**Other Cabinet(s):**        Bathroom Vanity  
**Size:**                        30" wide x 18" deep x 32" height  
**Material:**                3/4" Ash/birch plywood  
**Backing:**                1/4" Luan for backing  
**Finish on Cabinets:**    ☒ Stain, Sealer, and Varnish  
                                     ☐ Paint

**Vanity Top:**                One (1) 31" x 19" Cultured Marble Top (White to match Toilet)

**\*Note:** (Owner will select color of Formica)

**\*\*Note:** Only Stain grade Ash or Birch 3/4" plywood

**\*\*\*Note:** No particle board materials allowed

**Cabinets and Interior Detail Finish:**

**Note:** All, Sealer, Stain, Varnish will be Compatible or better to:

- a.    Sherwin Williams Penetrating Oil Stain A-48 Series owner will select color of stain
- b.    Sherwin Williams Sealer B-26-V3 (apply one (1) coat with brush and roller if sprayed two (2) coats)
- c.    Sherwin Williams Polyurethane Varnish (gloss A67f1) (apply two (2) coats with brush and roller, if sprayed four (4) coats)
- d.    Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color)
- e.    Follow manufacturer's surface preparation prior to applying finish.
- f.    If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator

\* Note: Finish to be applied also to the inside of cabinets including shelves, backing, and back of doors.

**Material Cost:** \$ \_\_\_\_\_

**Labor Cost:**    \$ \_\_\_\_\_

17. **Flooring:**

Ceramic Tile (non slip) USA made only, no imported type allowed

Location	Material	Allowances	Floor Type
Kitchen	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Bath	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Bedrooms / Closets	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Living room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Dining room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Utility room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Central Air Handler room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Hallway	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Linen Closet	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete

\* Note: Seal grout with appropriate sealer before requesting final inspection.

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

18. **Bathroom: One (1) (For Handicap Accessibility only)**

Bathroom (shower stall; all ceramic tile, tapered entrance, bull nose edge, owner to select color)

\* Note: only if handicapped

- a. 3'-4" x 5' x 8' shower stall with spout 70" high and hand held shower head with 6' hose
- b. 3'- 6" opening (clearance) with 3/4" ceramic riser at the entrance
- c. **3" recessed shower floor area only**
- d. 18" deep x 19" high and no less then 36" wide tile seat inside shower stall
- e. 6" x 6" or 8"x 12" ceramic wall tile
- f. 2" x 2" non-slip ceramic floor tile. Curved floor tile edge. (Shower floor area only)
- g. Moisture Resistant Sheetrock (ceiling and wall surrounding stall)
- h. Walls concrete reinforced with wire mesh on top of moisture resistant sheetrock
- i. Built up stucco 1/2" to 3/4" with black felt moisture barrier no cement board allowed
- j. Blocking for grab bars and secure as per manufacture's recommendations in bathroom area

\*Note: As per specifications.

\*Note: As per city, state codes and ordinances.

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

19. Plumbing:

\*No Glacier Bay toilets allowed

Fixture	Quantity	Location	Make	Size	Color
Sink	1	Kitchen	N/A	33"x 22" 8"depth	Stainless Steel
Vanity Cabinet	1	Bathroom	N/A	As shown on specs.	Stain, varnish or paint owner will select
Toilet Standard or Handicapped Accessible	1	Bathroom	Crane Plumbing (The Total Toilet) or better	(High seat only if handicapped.) 1.28 gpf* or better and or ADA compliance.	White
Shower Stall	1	Bathroom	Ceramic Tile	As per code	Owner will select color
Bathroom Faucet	1	Bathroom	American Standard 1.5 gpm** or better	N/A	Nickel finish w/ lever handle(s) & w/ pop-up valve
Kitchen Faucet	1	Kitchen	American Standard 1.5 gpm** or better	N/A	Nickel finish w/ lever handle(s)
Handheld Shower Head	1	Bathroom	American Standard, Aqua Source 1.5 gpm** or better if applicable	Handheld Handicapped spout with 6 ft. hose	Nickel finish w/ lever handle(s)

\*1.28 gpf (gallons per flush)

\*\* 1.5 gpm (gallons per minute)

\*\*\*Show and describe individual system in complete detail in separate drawings and specifications according to requirements. \*\*\*

- a. House drain (inside): 3" Drain Water Vent (DWV) Schedule (Sch.) 40
- b. House sewer (outside): 4" SDR 35
- c. Water piping: ¾" with ½" Drops Copper Tubing as per city codes
- d. Other: Type L
- e. Water Main: 1" Minimum Schedule 40 Polyvinyl Chloride (PVC)
- f. Sill cocks, number: See Plan
- g. Ice maker box: Provide connection
- h. Washing machine: Provide connections and box
- i. Exterior hose bibs: Two (2) with vacuum breaker

Right of way permits, inspections and sewer tap connections; Contact Public Works/Engineering  
Contact Number: 956-388-8210 or 956-388-8211

**Plumbing Continued:**

**Special Note:**

1. Lead-free solder must be used on all copper tubing.
2. All hot water lines must be insulated with 1/2" or 3/4" pipe insulation with all joints taped.
3. Fill tub trap with melted asphalt (2") minimum.
4. Provide new 4" sewer tap to city main, seal existing sewer tap.
5. Contractor to be responsible for the removal of all non-functional gas, sewer and water lines.
6. Two hose bibs one in the front and one in the back.
7. A dielectric fitting is required between piping of dissimilar metals.
8. All service lines must be a minimum of 12" ground cover (gas, water and sewer).

**\*Note:** As per city, state codes and ordinances

20. **Domestic Electric Water Heater:** Reliance brand or better  
Set temperature to 125 degrees before final inspection

1. Electric water heater (220 current)
2. Steel with fiberglass insulation
3. 6 year warranty on tank and parts
4. 40 gallon tank capacity
5. 18" x 18" water heater stand (metal)
6. Programmable electric, mechanical or digital timer

**Note:** If an alternative product is being used, receipt and manufacture's specifications must be turned into Housing Coordinator.

**Stove connection:** Owner has option to select Gas or Electric

- ☒ 220 Electrical connection for stove.  
☐ Connection for natural gas, and new gas lines, install a UL approved carbon monoxide detector plug-in type with battery back up at each bedroom and in hallway.  
Provide new connection and or line for natural gas or liquefied propane gas where applicable.

**\*Note:** As per city, state codes and ordinances

**Material Cost:** \$ \_\_\_\_\_

**Labor Cost:** \$ \_\_\_\_\_

21. **Central Air & Heating System:** As per city, state codes and ordinances

Type of System: 220 Electrical current  
Duct Material: Fiberglass  
Thickness: 2" Perma duct R-8.7 or better (Flex Duct Not Allowed)  
Make & Model: Ruud, Rheem or better (inside & outside units to match make and S.E.E.R.)

**\*Note:** Goodman A/C system not acceptable or mix matching of brands.

- a. 14 S.E.E.R. 2 Ton or *As per Manual J*
- b. Digital Thermostat
- c. Certificate of ARI-Certified Performance

**Central Air & Heating System Continued:**

(Additional Information: Adequate to cooling and heating entire house as indicated on plans)

1. Do not cross A/C drain line in front of air handler.
2. Provide proper air flow at all ceiling registrars as per Manual J.
3. Two (2) coats of mastic all taped joints at duct work, seal at all connections with the ceiling registrars, and at the air handler with polyurethane caulk or appropriate sealer before insulating ceiling must be verified by Rehab Specialist.
4. Provide return filter grille and weather strip A/C door.

**\*Note:** The Contractor shall be responsible for providing Housing Assistance Staff with a copy of REScheck, detailed Manual J, for the Heating Venting and Air Conditioning (HVAC) for each home where improvements are to be constructed. Contractor shall call upon the proper authorities for compliance inspections, and permits according to city, state codes and ordinances.

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

**22. Electrical Wiring:**

As per city, state codes and ordinances. **Must meet (2011 National Electrical Code)**

- Make: Square D, Home Light, and Square D compatible, or better  
Amps: Main disconnect as per codes  
No. Circuits: As per codes  
Arc Fault Breakers: As per codes (to be used throughout the home)  
Wiring: All copper wiring  
Special Outlets: 220 outlets for dryer, stove, water heater, heating & cooling  
Special Features: Door bell, lighted (front door entry only)
- a. GFI outlets;
    1. Kitchen counters to be inter-connected
    2. One per bathroom
    3. Two exterior outlets (front & rear)
    4. One in utility for washer
  - b. Smoke detectors (in all bedrooms and hallways)
    1. All smoke detectors must be interconnected.
  - c. Switch and wire for ceiling fans (separate switches)
    1. Bedrooms
    2. Living room

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_



23. Lighting Fixtures:

Total number of fixtures and locations of fixtures: See Plans

**TOTAL ALLOWANCE FOR FIXTURES \$400.00**

Location	Make	Description	Quantity
Bedrooms # 1 & 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Bedroom closets # 1 & 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Living room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Dining Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Kitchen	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Utility Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Hallway	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Bathroom Vanity Light Fixture	Hardware House, Lightcraft, Portfolio or better	3 Lights Wall Bracket (chrome) or better, Compact fluorescent (soft white) 3 bulbs, 14 watts	1
Bathroom Exhaust Fan / Light Fixture	Nautilus, Broan or better	Bathroom Ceiling Light / Exhaust Vent Fan Combo (Model # N671). Compact fluorescent (soft white) 2 bulbs, 14 watts. Vented as per city codes and ordinances	1
Front and Rear Exterior Light Fixture	Hardware House, Lightcraft, Portfolio or better	Jelly Jar – Wall Mount, Clear glass, Black, Metal (no plastic fixtures). Compact fluorescent (soft white) 1 bulb, 14 watts	2
Range Hood	Broan or better	30" Range Hood, Two Speed Fan, 1 bulb, 14 watts compact fluorescent (soft white), (vented to exterior roof) As per city codes and ordinances	1
Front and Rear Under Soffit Lights	Heath Zenith or better	Black, white, metal (no plastic fixtures). Solar powered motion security light 15 watt halogen bulb or better	2

Material Cost: \$\_\_\_\_\_

24. **Insulation:** As per specifications

Location	Type	Description	Vapor Barrier
Ceiling	9 ½"	Rolled Batts R-30 Rating Fiberglass Insulation Full Coverage Batted	Paper Back Insulation
Wall	3 ½"	Rolled Batts R-13 Rating Fiberglass Insulation Full Coverage Batted	Paper Back Insulation

Material Cost: \$\_\_\_\_\_

Labor Cost: \$\_\_\_\_\_

25. **Miscellaneous:**

Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.

26. **Parking Pad and Driveways:** As per city, state codes and ordinances (refer to site plan)

All reinforcing steel must be minimum Grade 40 or better and free of rust.

**All select fill must be compacted with moisture between layers.**

Parking Pad: 12' x 20' (as per foundation plan spec.)

Driveway:

Width: 12' wide from parking pad to curb (est. 18' in length)  
 Base Material: Select Fill  
 Thickness: 4"  
 Surfacing Material: Concrete 3000 PSI with Fly Ash  
 Wire mesh: 6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center  
 Expansion Joint: As per code

Right of Way Entrance: ***Right of way inspections contact Public Works / Engineering***  
 Contact Number: 956-388-8210

Width: 12' wide from parking pad to curb (est. 10'-6" in length)  
 Base Material: Select Fill  
 Thickness: 6" As per code  
 Surfacing Material: Concrete 3000 PSI with Fly Ash  
 Wire mesh: 6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center  
 Wings: 2 Sets of triangles (refer to site plan for details)  
 Expansion Joint: As per code  
 Curb and Gutter: Must be redone when broken or missing where applicable  
 Apron access: Handicap accessibility where applicable 5' W. x 16' L.  
 Right of ways: Must be clean from any construction debris including curb and gutter

Parking Pad and Driveways Continued:

\*NOTE: Parking pad and driveway to be poured separately from foundation and just prior to 100% completion of entire project. Must be free of tire marks, scrapes, and oil stains.

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

27. Other Onsite Improvements:

Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings and accessory structures.

Contractor will remove all debris and compact grade within 12" of the house for adequate drainage. Any construction debris that might wash up after rain-fall will be the sole responsibility of the contractor to clean up and remove at their cost.

Contractor will be responsible for the reinstallation of any type of existing fence, re-hang existing gates and if any posts were temporarily removed to gain access to property.

Client will at their own cost replace any new gates to accommodate the new openings at the fence that were prepared by the contractor after widening of the entrance for the driveway.

Contractor is responsible for any and all damages caused to existing property or structures, by subcontractors or other project related or delivery trucks.

**\*\*\*NEWLY INSTALLED WATER AND SEWER LINES MUST BE PHOTOGRAPHED BY HOUSING COORDINATOR PRIOR TO BACKFILLING THE TRENCHES. FAILURE TO DO SO WILL CONSTITUTE THE RETRENCHING OF UTILITIES LINES AT CONTRACTOR'S EXPENSE\*\*\***

28. Demolition:

Contract price: To include demolishing of existing house, carport, driveway, sidewalks, and trees (where applicable). Lot and right of ways shall be rake clean and free of any demolition and construction debris.

CONTRACTOR WILL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEBRIS IN THE CITY OF EDINBURG CERTIFIED LANDFILL. ABSOLUTELY NO MATERIALS WILL BE SALVAGED

(For example: Doors, windows, light fixtures, lumber or bathroom fixtures.)

CONTRACTOR MUST MAKE ARRANGEMENTS WITH THE CITY OF EDINBURG SOLID WASTE MANAGEMENT AT (956) 381-5635 AS PER CITY OF EDINBURG, TEXAS CODE OF ORDINANCES, EDINBURG CODE OF ORDINANCES; TITLE V: PUBLIC WORKS "CHAPTER 51: SOLID WASTE MANAGEMENT COLLECTIONS", GENERAL PROVISIONS § 51.12 DISPOSAL OF ACCUMULATIONS OF WASTES FROM BUILDING OPERATIONS OR PROPERTY CLEAN-UP (A).

Material Cost: \$ \_\_\_\_\_

Labor Cost: \$ \_\_\_\_\_

## CHANGE ORDERS

Contract change orders can only be authorized by the Department Director. A change order will only be undertaken when unforeseen conditions or circumstances that were not previously identified in the specifications. In all situations, the recipient family must agree to the change order prior to its implementation. A Change Order Form shall be processed before any changes in construction can begin. A reasonable Change Order bid will result in an increase or decrease of original contract amount for the work to be done or omitted.

Total Material Cost: \$ \_\_\_\_\_

Total Labor Cost: \$ \_\_\_\_\_

Overhead & Profit: \$ \_\_\_\_\_

Grand Total Bid: \$ \_\_\_\_\_

## SPECIFICATIONS & PLANS

I/ We, Pedro Salinas, do with this verify that on this 1<sup>st</sup> day of February 2017, the preceding work specifications were explained in full detail and to my total understanding. I/We with this verify that I/We have been given the opportunity to request items of work during the initial inspection of my house. I/We understand all the work to be completed in my house and do now agree that no additional work will be requested unless it is absolutely necessary to complete the work included herein and/or unforeseen items of work that may be necessary to complete the work herein. I/We with this verify that only then have I/We gone to approve the work specifications. I/We now verify that I have received a final signed copy of this specification document for my records.

Pedro Salinas  
HOMEOWNER(S):

2-1-17  
Date

\_\_\_\_\_  
HOMEOWNER(S):

\_\_\_\_\_  
Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

Veronica Guerrero  
Veronica Guerrero, Housing Coordinator

2-1-17  
Date

APPROVED:

Marissa Garza  
Marissa Garza  
Director of Community Development/GM

2-3-17  
Date

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
Date

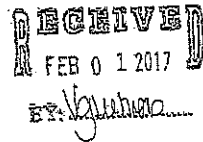
PLAN No:2017-12

DATE: 1-20-17

PROJECT FOR:  
PEDRO SALINAS  
500 E. PETER ST.  
EDINBURG, TX 78541

DIFFERENT PERSPECTIVE  
DESIGNS

BY: H.O



FRONT ELEVATION

### General Notes

1. Building to comply w/2012 IRC, 2012 IECC, and other city ordinances.
2. All construction must be done per design and specifications.
3. Construction shall meet 115 mph wind speeds and comply with attached Engineer design.

### Index

Sheet 1.	—	General Information
Sheet 2.	—	Site Plan
Sheet 3.	—	Foundation Plan
Sheet 4.	—	Floor Plan
Sheet 5.	—	Elevations
Sheet 6.	—	Roof Plan
Sheet 7.	—	Electrical Plan
Sheet 8.	—	Typical Details

### AREAS:

LIVING AREA	972	SQ. FT.
PARKING PAD	240	SQ. FT.
DRIVEWAY	216	SQ. FT.
APRON	154	SQ. FT.
COVERED PORCH	60	SQ. FT.
SLAB	12	SQ. FT.
TOTAL AREA	1,654	SQ. FT.

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1/8

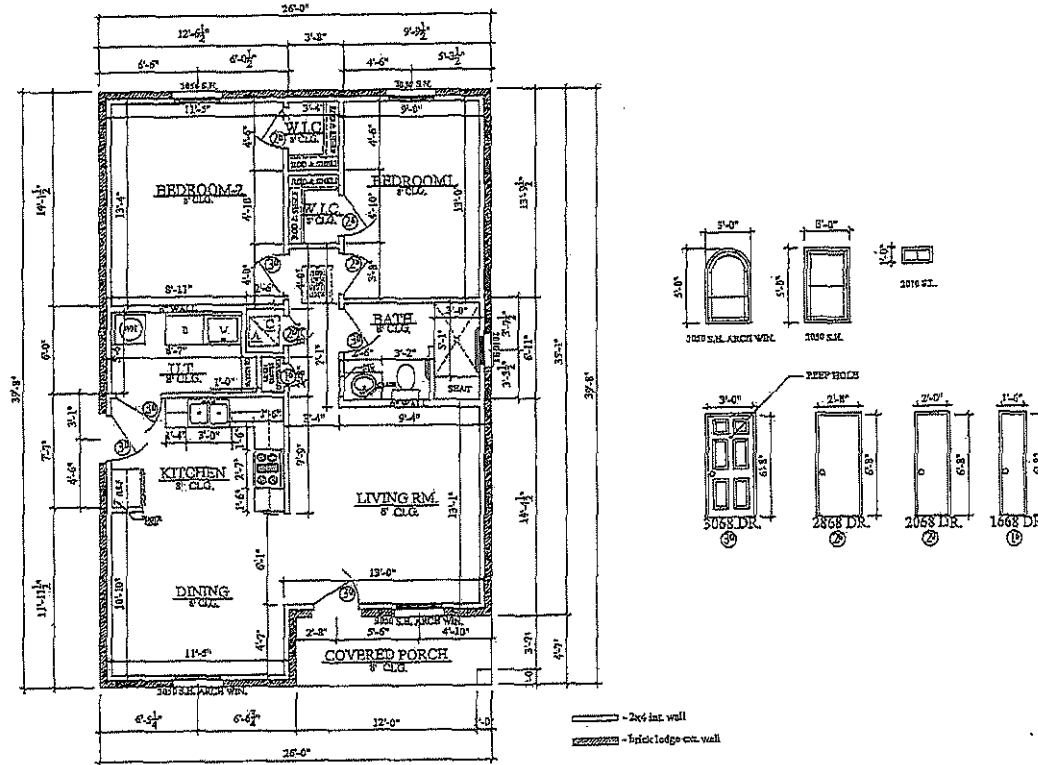




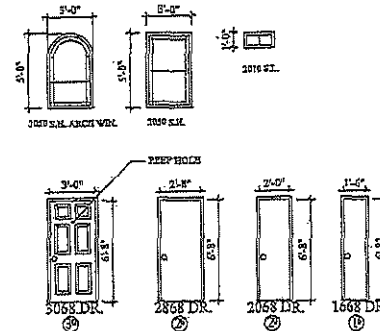


LIVING AREA	972 SQ. FT.
PARKING PAD	240 SQ. FT.
DRIVEWAY	216 SQ. FT.
APRON	154 SQ. FT.
PORCH	60 SQ. FT.
SLAB	12 SQ. FT.
<b>TOTAL AREA</b>	<b>1,654 SQ. FT.</b>

AREAS:



FLOOR PLAN  
SCALE 1/8" = 1'-0"



THE DRAWING MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT.

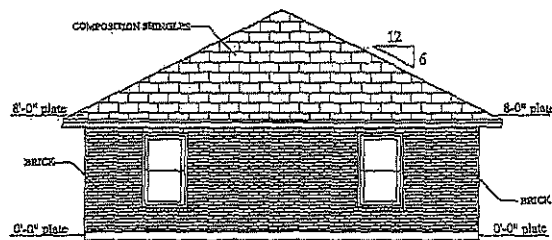
THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.

THE ARCHITECT HAS NOT BEEN ADVISED OF ANY OTHER REQUIREMENTS OF THE LOCALITY OF THE PROJECT. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY OTHER REQUIREMENTS OF THE LOCALITY OF THE PROJECT.

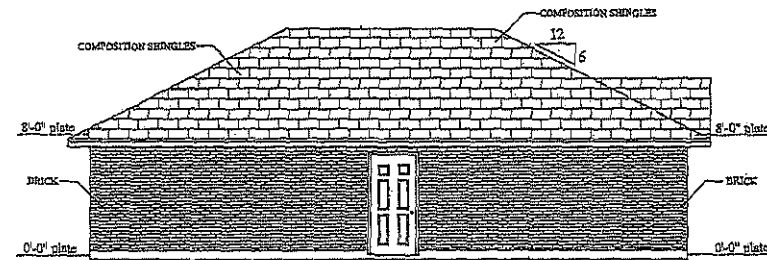
DIFFERENT PERSPECTIVE DESIGNS  
CELL: (510) 824-2133  
DRAWN BY: H.O.

PAGE NO.  
4/8  
PROJECT FOR:



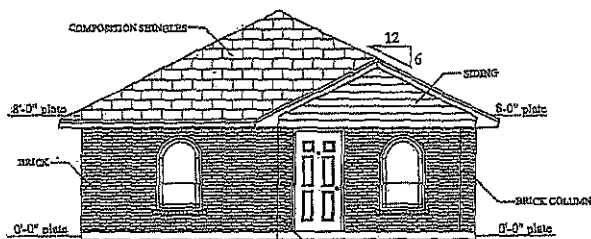
REAR ELEVATION

SCALE 1/8" = 1'-0"



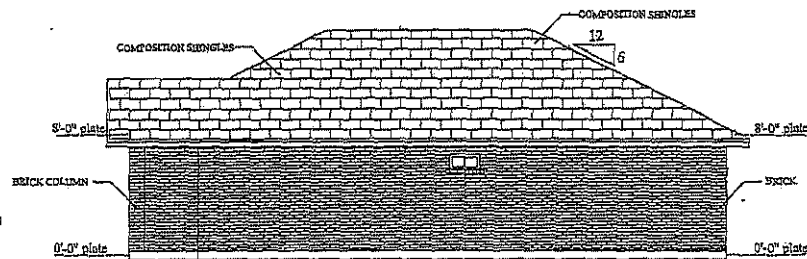
LEFT ELEVATION

SCALE 1/8" = 1'-0"



FRONT ELEVATION

SCALE 1/8" = 1'-0"



RIGHT ELEVATION

SCALE 1/8" = 1'-0"

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THE ARCHITECT.

THIS PLAN IS VALID ONLY AS  
SHOWN ON THE DRAWING.  
ANY CHANGES TO THE PLAN  
MUST BE MADE BY THE ARCHITECT.  
THE ARCHITECT IS NOT RESPONSIBLE FOR  
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CONTAINED HEREIN.

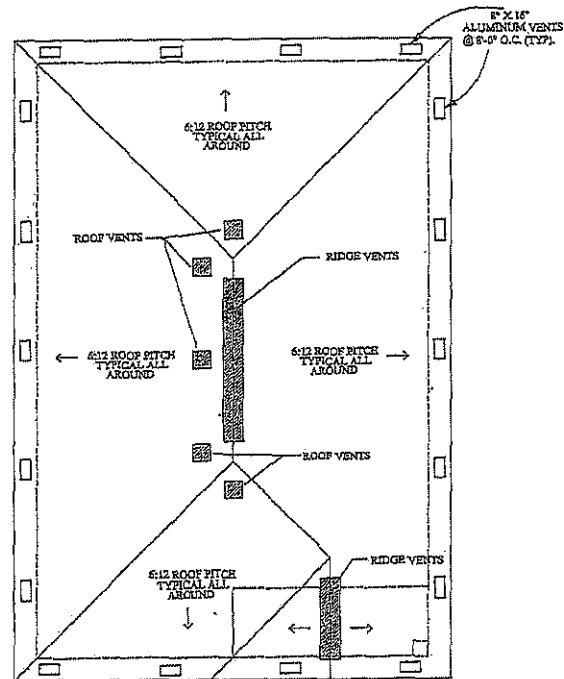
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THE ARCHITECT.

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THE ARCHITECT.



**ROOF PLAN**  
SCALE 1/8" = 1'-0"

THIS DRAWING MAY NOT BE  
REPRODUCED OR USED FOR  
ANY OTHER PURPOSES  
WITHOUT THE WRITTEN  
CONSENT OF THE  
DESIGNER.

THIS PLAN IS A PART OF THE  
DESIGN FOR THE  
CONSTRUCTION OF THE  
BUILDING. IT IS NOT TO BE  
USED FOR ANY OTHER  
PURPOSES.

THE DESIGNER IS NOT  
RESPONSIBLE FOR THE  
CONSTRUCTION OF THE  
BUILDING OR FOR THE  
SAFETY OF THE  
OCCUPANTS.

THIS DRAWING IS A PART OF THE  
DESIGN FOR THE  
CONSTRUCTION OF THE  
BUILDING. IT IS NOT TO BE  
USED FOR ANY OTHER  
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THE DESIGNER IS NOT  
RESPONSIBLE FOR THE  
CONSTRUCTION OF THE  
BUILDING OR FOR THE  
SAFETY OF THE  
OCCUPANTS.

SHOWN BELOW THE SIGNATURE  
OF THE DESIGNER

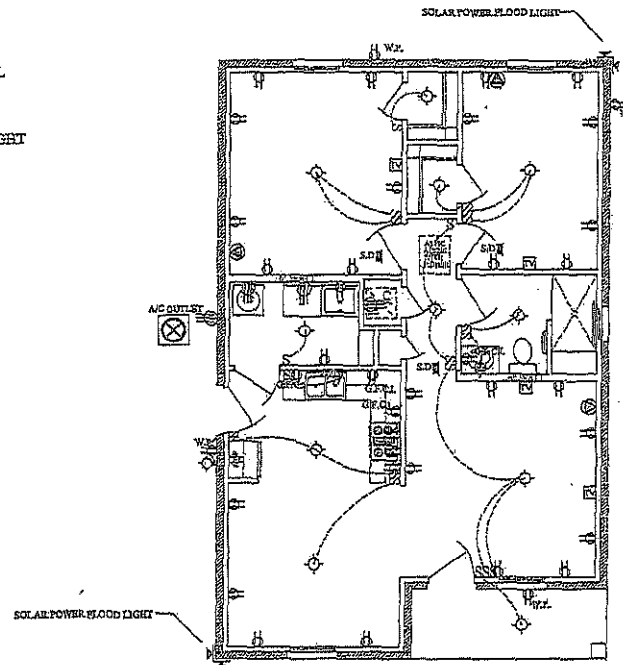
*James C. Rogers*

**DIFFERENT PERSPECTIVE  
DESIGNS**  
CHILL (936) 824-2333  
DRAWN BY: H.O.

PAGE NO.  
**6/8**  
PROJECT FOR:

# LEGEND

D - DIMMER	SDM - SMOKE DETECTOR
S - SWITCH	
110V	1X4' FLORESCENT LIGHT
110V WATER PLUG	2X4' FLORESCENT LIGHT
220V	
T.V. JACK	FAN & LIGHT
TELEPHONE JACK	
FIXTURE MOUNT	CIRCUIT BREAKER PANEL
FIXTURE WALL MOUNT	VENT/LIGHT
RECESS LIGHT	SOLAR POWER FLOOD LIGHT
CHANDELIER	TRACK LIGHT
CHIMES	
BUTTON	EYE LIGHT
WEATHER PROOF LIGHT	



ELECTRICAL PLAN  
SCALE 1/8" = 1'-0"

THE DRAWING MAY NOT BE  
REPRODUCED OR TRANSMITTED  
IN ANY FORM OR BY ANY MEANS  
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INCLUDING PHOTOCOPYING, RECORDING,  
OR BY ANY INFORMATION STORAGE  
AND RETRIEVAL SYSTEM, WITHOUT  
PERMISSION IN WRITING FROM  
THE COPYRIGHT OWNER.

THIS PLAN IS PROPERTY OF  
DIFFERENT PERSPECTIVE  
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OR BY ANY INFORMATION STORAGE  
AND RETRIEVAL SYSTEM, WITHOUT  
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THE COPYRIGHT OWNER.

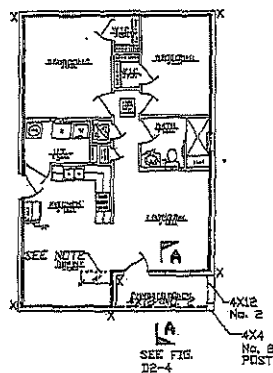
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES  
ELECTRICAL CODE AND THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED.  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY  
PERMITS AND INSURANCE COVERAGE. THE CONTRACTOR SHALL BE  
RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.  
SHOWING OF AND SIGNATURE  
*[Signature]*

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DESIGNS  
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7/8  
PROJECT FOR:



EXTERIOR WALLS  
FULLY SHEATHED  
PER FIG. D3-1



**FLOOR PLAN**

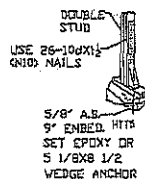
RECEIVED  
FEB 01 2017  
BY: Vannessa

NOTE "A"  
SEE FIG. D2-6

INSTALL WINDSTORM CONNECTORS  
PER FIG. D4-1 TO 3. USE  
SIMPSON STRONG-TIE OR  
EQUIVALENT AS APPROVED BY  
ENGINEER.

1. BEAMS SHALL BE SUPPORTED BY AT LEAST 2-STUDS UNO.
2. EXTERIOR WALL SILL PLATE AND PORCH AND PATIO POSTS SHALL BE PRESSURE TREATED WOOD.
3. FRAMING SHALL BE BUILT USING BALLOON FRAMING BETWEEN LATERAL SUPPORT FOR ALL EXTERIOR WALLS.

X DENOTES HTTS HOLDOWN  
LOCATION



1. SEE FIG. D2-1 FOR STUDS, RAFTERS, JOIST, HEADER TABLES AND ROOF SHEATHING.
2. SEE FIG. D2-2 FOR NAILING CONNECTIONS TABLE 2.1, MODIFIED.
3. SEE FIG. D2-3 FOR HANGER TABLE.
4. SEE FIG. D3-2 FOR TOP PLATE SPLICE DETAIL.
5. SEE FIG. D5-4 FOR RAFTER AND PURLIN FRAMING.
6. FRAME GABLE ENDWALLS PER FIG. D6-1.

1. BUILDING CODE DESIGN BASED ON THE MOST STRINGENT REQUIREMENTS OF THE 2012 IRC

**BASIC WIND LOAD INFORMATION**  
1. WIND LOAD STANDARD  
WOOD FRAME CONSTRUCTION MANUAL,  
2001 EDITION  
2. BASIC WIND SPEED (3-SEC GUST)  
110 MPH EXPOSURE 3

1. LIVE LOADS	
ROOF	20 PSF
ATTIC NO STORAGE	10 PSF
ATTIC LIMITED STORAGE	20 PSF
NO SLEEPING ROOMS	40 PSF
SLEEPING ROOMS	30 PSF
EXTERIOR BALCONIES	60 PSF

ROOF FRAMING	10 PSF
FLOOR FRAMING	10 PSF
WALL FRAMING	10 PSF
ROOF TILE	20 PSF
STUCCO 4" THICK	10 PSF
BRICK VENEER	40 PSF

BOX NO.	1	2	3
STORY	MAIN		
ROOF SLOPE	6:12		
ROOF SPAN	26		
HEIGHT	8		
L	39		
V	26		

### 2. 10° OVERHANGS ROVES AND CABLES

## E. EASTONITE (200 BREASTS)

TREATED WOOD SHALL BE OF HOT-DIPPED GALVANIZED STEEL, SILICON BRONZE OR COPPER.

EXCEPTION ONE-HALF-INCH (12.7 MM) DIAMETER OR GREATER STEEL BOLTS.

THESE ARE MINIMUM REQUIREMENTS.  
FOR WINDSTORM RESISTANT  
CONSTRUCTION OTHER REQUIREMENTS  
DUE TO GRAVITY LOADS MAY  
SUPERCEDE THESE REQUIREMENTS  
THE MOST STRINGENT REQUIREMENT  
SHALL BE APPLIED.

THESE PLANS ARE DESIGN PLANS AND ARE ISSUED TO OBTAIN A BUILDING PERMIT THROUGH THE PROPER LOCAL AGENCY HAVING JURISDICTION.

THESE PLANS SHALL BE USED AS  
A GUIDE TO PREPARE SHOP DRAWINGS  
AND CONSTRUCTION PLANS.

CONSTRUCTION SHALL PROCEED AFTER ALL INVOLVED PARTIES HAVE REVIEWED AND HAVE A COMPLETE UNDERSTANDING OF THE CONSTRUCTION PLANS AND SHOP DRAWINGS PREPARED USING THESE TEST PLANS AS BASIS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE IN COMPLIANCE WITH OTHER FINANCING CODES OR CITY REQUIREMENTS SHOWN OR NOT SHOWN ON THESE PLANS.

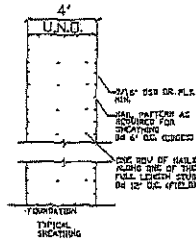
ORTICA ENGINEERING SHALL NOT HAVE  
ANY LIABILITY WHATSOEVER DUE TO THE  
REUSE OF THESE PLANS.

WINDSTORM PLAN  
PLAN No. 2017-11  
500 E. PETER ST.  
EDINBURG, TEXAS.

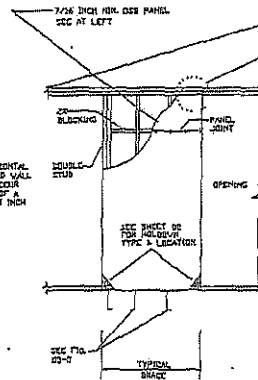
SHEET NO. D1  
JUN 1964 1717



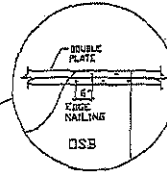
MINIMUM NAILING SCHEDULE			
COMMON WIRE NAIL PENETRATION	MINIMUM	STAPLES	MINIMUM
66	1 1/4"	14 DA	1"
104	1 3/8"	13 DA	1"
184	1 1/2"	10 DA	1"
STANDARD NAILING		REPLACEMENT	
66 NAILS	16 DA STAPLES	16 DA STAPLES	16 DA STAPLES
14" OC CISC	1 1/2" LONG 1" DIA. PER	1 1/2" LONG 1" DIA. PER	1 1/2" LONG 1" DIA. PER
12" OC FIELD	4" OC CISC	4" OC CISC	4" OC CISC
66 NAILS	16 DA STAPLES	16 DA STAPLES	16 DA STAPLES
14" OC CISC	1 1/2" LONG 1" DIA. PER	1 1/2" LONG 1" DIA. PER	1 1/2" LONG 1" DIA. PER
12" OC FIELD	4" OC CISC	4" OC CISC	4" OC CISC



NOTES:  
1. BRACKET HORIZONTAL JOINTS IN BRACED WALL PANELS SHALL OCCUR OVER BLOCKING OF A MINIMUM OF 1-1/2" HIGH THROUGHTS.



EXTERIOR WALL BRACING  
FIGURE D3-1  
R15



TOP PLATE BRACE  
R15  
FIGURE D3-2

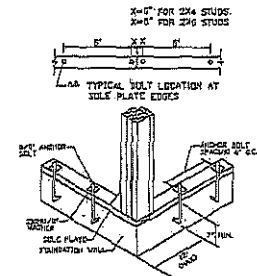
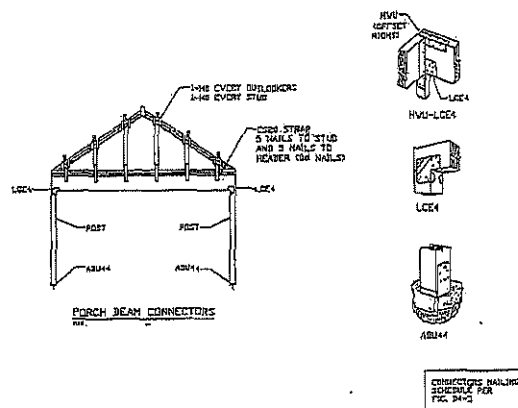


FIGURE D3-3  
R15

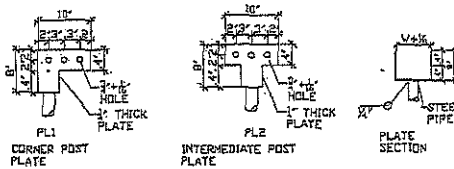
CLIENT COMMUNITY DEVELOPMENT	Edinburg Engineering P.C. K-1215 413 W. Nelson St. 1 Edinburg, Texas 78541 TEL: (361) 541-1111	PROJECT WINDSTORM PLAN NO. 2017-11 DATE 01-24-17	VOID PLANS IF: SIGNATURE IS NOT IN RED AND ANY TEXT IS UNWRITTEN OR BLURRED
WINDSTORM PLAN PLAN No. 2017-11 500 E. PETER ST. EDINBURG, TEXAS.			
CHECKED 03	DATE 3.09.17	1717	



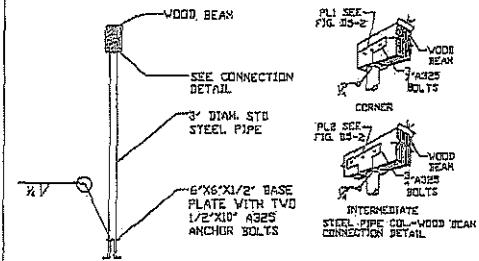




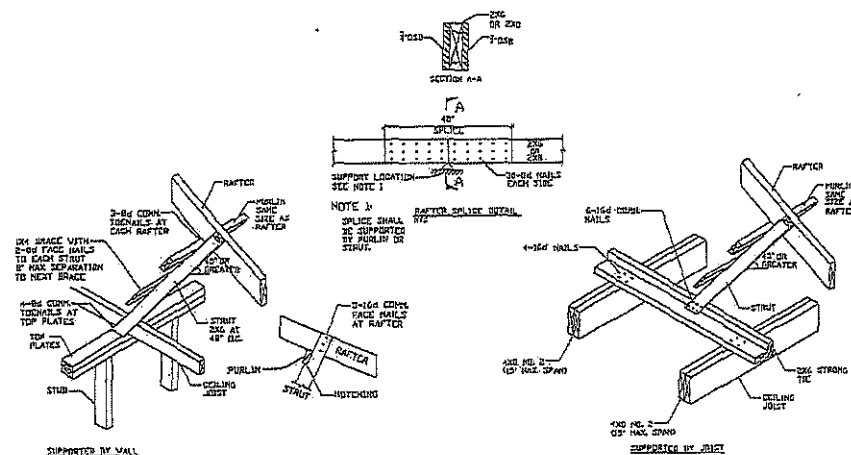
WIND UPLIFT CONNECTIONS  
FIGURE DS-1  
NPS



STEEL PLATE  
FIGURE DS-2  
NPS



POST ALTERNATE  
FIGURE S-3  
NPS



RAFTER AND PURLIN FRAMING  
FIGURE DS-4  
NPS

CLIENT:  
COMMUNITY  
DEVELOPMENT



413 W. Nehalem St. 1  
McAllen, Texas 78504  
Tel. (361) 616-1111

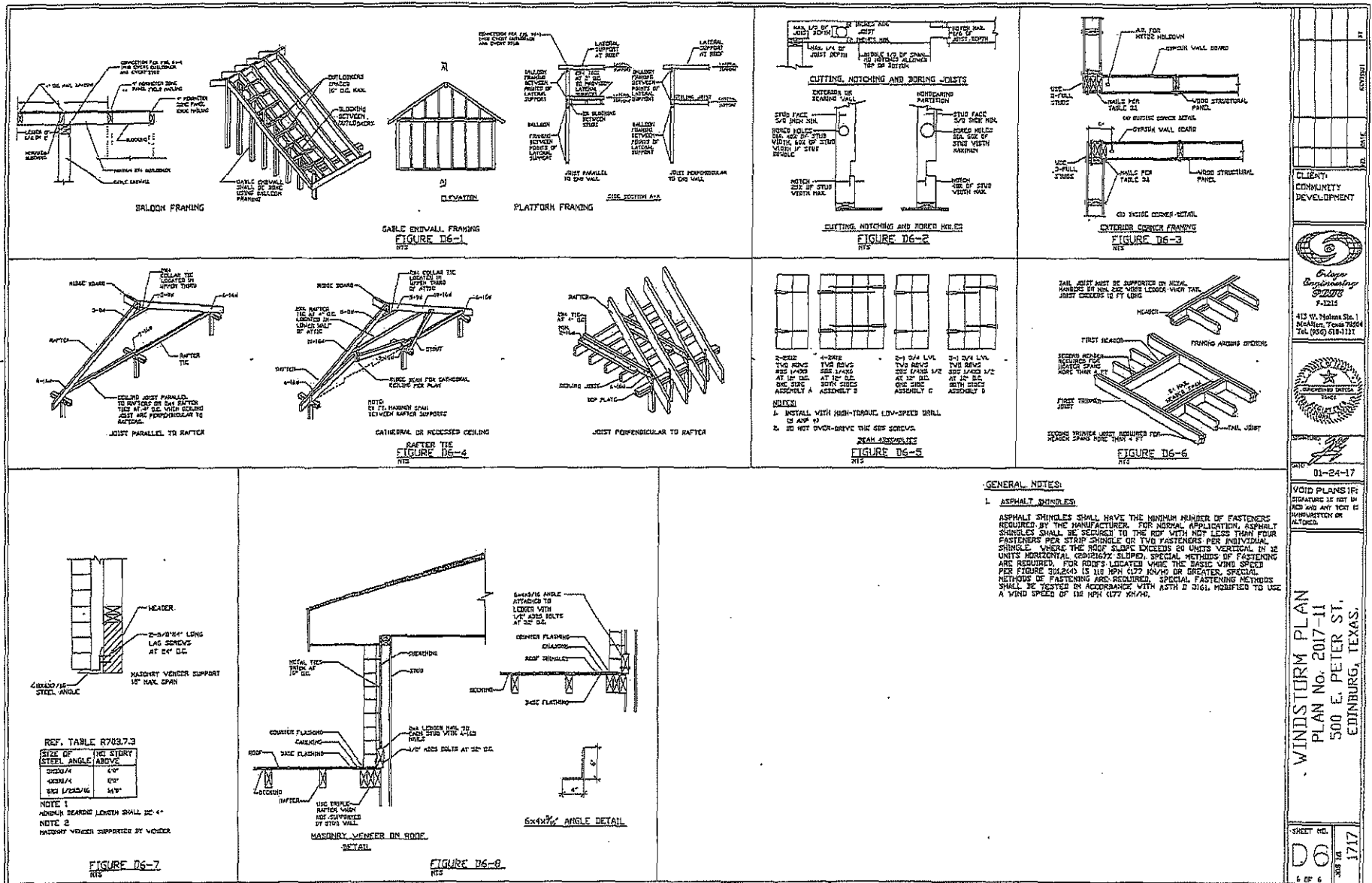


DATE: 01-24-17

VOID PLANS IF:  
DRAWING IS NOT IN  
PDS AND ANY TEXT IS  
HANDWRITTEN OR  
ALTERED

WINDSTORM PLAN  
PLAN No. 2017-11  
500 E. PETER ST.  
EDINBURG, TEXAS.

SHEET NO.  
05  
JAN 2017 1717



**CITY OF EDINBURG  
BID FORM FOR  
RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER**

**BID NO. 2017-71**

**BID OPENING DATE: March 06, 2017 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **RECONSTRUCTION OF ONE (1) RESIDENCE 500 E. PETER** according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

**CHECK ONE**

☐ **BUYBOARD**   ☐ **H-GAC**   ☐ **TXMAS**   ☐ **DEALER/LOCAL**  
☐ **TX DIR**   ☐ **TFC**   ☐ **OTHER** \_\_\_\_\_

**Specify**

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(If applicable) (If applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	500 E. PETER  LEGAL DESCRIPTION: Lot 1, Block 161, Original Townsite of Edinburg, Hidalgo County, Texas.  NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.  NOTE 2: DEMOLISH EXISTING HOME	\$ <u>57,499.99</u>

The City reserves the right to increase or decrease the quantities depending on availability of funds.

## BID FORM FOR RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No \_\_\_\_\_

Respectfully submitted this 6<sup>th</sup> day of March, 2017.

SIGNATURE:

TYPE/PRINT NAME:

TITLE:


COMPANY:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

EMAIL:

  
Emigdio Villanueva, Sr.  
Builder  
Quality Investments  
PO Box 943  
Mission, TX 78573  
(950) 624-7711  
N/A  
qualityev@yahoo-com



AmTrust Surety  
An AmTrust Financial Company

**Developers Surety and Indemnity Company**  
**Indemnity Company of California**  
**CorePointe Insurance Company**  
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

# **BID BOND**

Bond No. TX030617

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Quality Investments, Inc,  
as Principal, and Developers Surety and Indemnity Company, a corporation  
authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto  
City of Edinburg

(hereinafter called the Obligee)

in the full and just sum of 5% Greatest Amount Bid

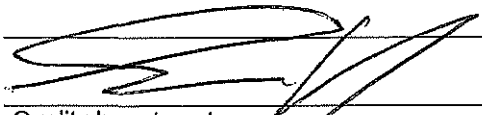
Dollars, (\$ 5%) for the payment whereof in lawful money of the United States,  
we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

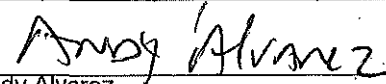
WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

Bid No. 2017-71 reconstruction of one residence 500 E Peter Blvd

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 6th day of March, 2017 Year

  
\_\_\_\_\_  
Quality Investments Principal  
\_\_\_\_\_  
Developers Surety and Indemnity Company Surety

By:   
\_\_\_\_\_  
Andy Alvarez Attorney-in-fact

\_\_\_\_\_  
Authorized Representative (Name and Title)  
By: \_\_\_\_\_  
Signature of Authorized Representative

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725  
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTEAVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company**  
**Indemnity Company of California**  
**CorePointe Insurance Company**

17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19775 IRVINE CA 92623 (949) 263.3300

KNOW ALL BY THESE PRESENTS that except as expressly limited DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA do hereby make, constitute and appoint

\*\*\*Andy Alvarez, Phil Young, Dewey Young, jointly or severally\*\*\*

as their true and lawful Attorney(s) in Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of surety ship giving and granting unto said Attorney(s) in Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s) in Fact, pursuant to these presents, are hereby ratified and confirmed

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013

By Daniel Young  
Daniel Young, Senior Vice-President

By Mark J. Lansdon  
Mark J. Lansdon, Vice-President

State of California  
County of Orange

On November 21, 2013  
Date

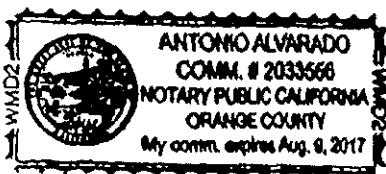
before me



Antonio Alvarado, Notary Public  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate

This Certificate is executed in the City of Irvine, California this 6th day of March, 2017.

By Cassie J. Bernisford  
Cassie J. Bernisford, Assistant Secretary

ID 1380 (Rev 11/13)



**CITY OF EDINBURG  
BID FORM FOR  
RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER**

**BID NO. 2017-71**

**BID OPENING DATE: March 06, 2017 at 3:00 p.m.**

I/We submit the following bid in ORIGINAL FORM for **RECONSTRUCTION OF ONE (1) RESIDENCE 500 E. PETER** according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

**CHECK ONE**

☐ **BUYBOARD**   ☐ **H-GAC**   ☐ **TXMAS**   ☐ **DEALER/LOCAL**  
☐ **TX DIR**   ☐ **TFC**   ☐ **OTHER** \_\_\_\_\_

Specify

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(If applicable) (If applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	500 E. PETER  LEGAL DESCRIPTION: Lot 1, Block 161, Original Townsite of Edinburg, Hidalgo County, Texas.  NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.  NOTE 2: DEMOLISH EXISTING HOME	\$ 59,890.00

The City reserves the right to increase or decrease the quantities depending on availability of funds.

**BID FORM FOR RECONSTRUCTION OF ONE (1) RESIDENCE – 500 E. PETER (Continued):**

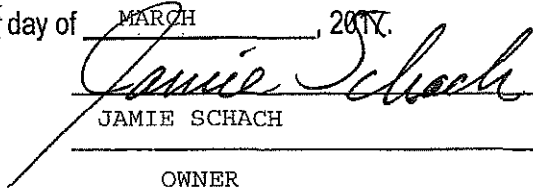
*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.*

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No \_\_\_\_\_

Respectfully submitted this 6<sup>TH</sup> day of MARCH, 2017.

SIGNATURE:

  
JAMIE SCHACH

TYPE/PRINT NAME:

OWNER

TITLE:

JAX CONSTRUCTION

COMPANY:

ADDRESS:

7021 MILE 7 1/2 RD

MISSION, TX 78573

TELEPHONE NO.:

956-789-0246

FAX NO.:

956-631-2472

EMAIL:

JAXCONSTRUCTIONRGV@YAHOO.COM



# Western Surety Company

**BID BOND**  
(Percentage)

Bond Number: 71882508

KNOW ALL PERSONS BY THESE PRESENTS, That we Jamie Schach dba Jax Construction  
\_\_\_\_\_, of  
7021 N. 7.5 Mile Rd., Mission, TX 78573, hereinafter  
referred to as the Principal, and Western Surety Company,  
as Surety, are held and firmly bound unto City of Edinburg  
of 415 W. University Dr., Edinburg, TX 78540,  
hereinafter referred to as the Obligor, in the sum of Five (5 %) percent of the greatest  
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for \_\_\_\_\_  
Bid No. 2017-71 - New Home Construction

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the  
damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this  
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 2nd day of March, 2017.

Jamie Schach dba Jax Construction

(Principal)

By Jamie Schach (Seal)

Western Surety Company

(Surety)

By Sylvia L. Briones (Seal)

Sylvia Liscano Briones

Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71882508

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Sylvia Liscano Briones

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Jamie Schach dba Jax Construction

Obligee: City of Edinburg

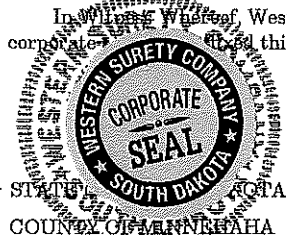
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 2, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its Secretary, SS, on this 2nd day of March, 2017.

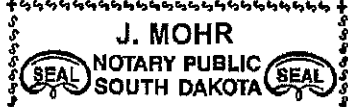


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

On this 2nd day of March, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of March, 2017.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.enasurety.com](http://www.enasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**IMPORTANT NOTICE**

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



P.O. Box 3783  
McAllen, TX 78502  
620 W. Ferguson  
Pharr, TX 78577

tel:(956) 787-8536  
fax:(956) 787-7232

March 7, 2017

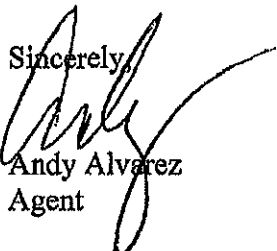
City of Edinburg  
415 W. University  
Edinburg, TX 78541

Re: Quality Investments  
Construction of home at 500 E. Peter

To Whom It May Concern:

We are the bonding agent for Quality Investments. In the event you should award a contract for construction on the above referenced project, we will issue performance and payment bonds upon receipt, review and acceptance of contract documents. Issuance of the bonds is subject to the normal underwriting requirements at the time of the bond request.

Sincerely,

  
Andy Alvarez  
Agent




# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
01/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

<b>PRODUCER</b> <b>StateFarm</b> SERGIO PENA  1215 E EXPRESSWAY 83 STE A MISSION, TX 78572		<b>CONTACT NAME:</b> SERGIO PENA <b>PHONE (A/C, No, Ext):</b> 956-581-7362 <b>FAX (A/C, No):</b> 956-581-0117 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>													
<b>INSURED</b> EMIGDIO VILLANUEVA 3618 N BRYAN RD MISSION, TX 78573		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															

## DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2007	TOYOTA	TUNDRA	FLTBDRK	5TBRV541X7S449811
DESCRIPTION				SERIAL NUMBER

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<input checked="" type="checkbox"/> VEHICLE LIABILITY	252 9360-E03-53	11/03/2016	05/03/2017	COMBINED SINGLE LIMIT	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
		GENERAL LIABILITY				EACH OCCURENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input checked="" type="checkbox"/> VEH COLLISION LOSS	252 9360-E03-53	11/03/2016	05/03/2017	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ 1000 DED
		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	252 9360-E03-53	11/03/2016	05/03/2017	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ 500 DED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL					

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## ADDITIONAL INTEREST

Select one of the following:

☐ The additional interest described below has been added to the policy(ies) listed herein by policy number(s).

☐ A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: ☐ LEASED ☐ FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

CITY OF EDINBURG  
415 W UNIVERSITY  
EDINBURG, TX 78541

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST

☐ ADDITIONAL INSURED ☐ LOSS PAYEE  
☐ LENDER'S LOSS PAYEE ☐

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE

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ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: McClelland and Hine, Inc. 2200 Thousand Oaks Suite 101 San Antonio, Texas 78232	Contact Name:	
	Phone:	Fax:
	E-Mail Address:	
	INSURER(S) AFFORDING COVERAGE:	NAIC #
	INSURER A: Seneca Specialty Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
Emigdio Villanueva dba Quality Investments

PO BOX 943  
MISSION, TX 78572

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

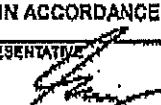
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			BAG10412851	10/12/2016	10/12/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA OCCUR)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (ANY ONE PERSON)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 1,000,000	
							PRODUCTS-COMP/OP AGG	\$ 1,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:							\$	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea Accident)	\$
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per Accident)	\$	
<input type="checkbox"/> SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
<input type="checkbox"/> HIRED AUTOS									
<input type="checkbox"/> NON-OWNED AUTOS									
<input type="checkbox"/> UMBRELLA LIAB							EACH OCCURRENCE	\$	
<input type="checkbox"/> EXCESS LIAB							AGGREGATE	\$	
<input type="checkbox"/> OED <input type="checkbox"/> RETENTIONS								\$	
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N						E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A						E.L. DISEASE-EA EMPLOYEE	\$	
							E.L. DISEASE-POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RECEIVED  
JAN 24 2017

ET: Vguelmas.....

CERTIFICATE HOLDER CITY OF EDINBURG  415 W UNIVERSITY DR EDINBURG, TX 78541	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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ACORD 25 (2010/05)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern American Insurance Agency  13823 Schmidt Road Cypress TX 77429	CONTACT NAME: Sue Coyle PHONE (A/C, No, Ext): (281) 890-9294 FAX (A/C, No): (281) 890-2229 E-MAIL ADDRESS: suec@southernamericanins.com
INSURED Quality Investments, DBA: Emigdio Villanueva Jr. P. O. Box 943  Mission TX 78573	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Co. NAIC # 22945 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 17-18 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0001112441	1/1/2017	1/1/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Emilio Villanueva, owner, is excluded from coverage.

RECEIVED  
JAN 24 2017

BY: *V. Guern...*

## CERTIFICATE HOLDER

(956) 292-2140

City of Edinburg  
415 West University Dr.  
Edinburg, TX 78540

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S American Ins. Agcy. *C. A. McClure*

Username

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# Search Results

## Quick Search Results

Your search returned the following results...

Entity

Quality Investments Inc

DUNS: 796091155

Has Active Exclusion?: No

Expiration Date: 08/09/2017

Purpose of Registration: Federal Assistance Awards Only

CAGE Code: 6WGQ4

DoDAAC:

Delinquent Federal Debt? No

Status: Active

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Entity

Exclusion

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By Record

Status

By Record

Type

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https://www.sam.gov/portal/SAM/?navigationalstate=JBPNS\_rO0ABXdcACJqYXZheC5m... 3/6/2017

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# Entity Dashboard

[Entity Overview](#)[Entity Registration](#)

- › [Core Data](#)
- › [Assertions](#)
- › [Reps & Certs](#)
- › [POCs](#)

[Exclusions](#)

- › [Active Exclusions](#)
- › [Inactive Exclusions](#)
- › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

## Quality Investments Inc

DUNS: 796091155 CAGE Code: 6WQG4

Status: Active

Expiration Date: 08/09/2017

Purpose of Registration: Federal Assistance Awards Only

3333 W DIVISION ST #204  
SAINT CLOUD, MN, 56301-4322,  
UNITED STATES

## Entity Overview

### Entity Registration Summary

**Name:** Quality Investments Inc  
**Doing Business As:** Mid Town Square Mall And Office Complex  
**Business Type:** Business or Organization  
**Last Updated By:** Diane Cash  
**Registration Status:** Active  
**Activation Date:** 08/09/2016  
**Expiration Date:** 08/09/2017

### Exclusion Summary

Active Exclusion Records? No



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WWW7

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# Search Results

## Quick Search Results

Your search returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

### Glossary

Entity
--------

Villanueva, Emidio

Status: **Active** (?)**DUNS:** 011967598**CAGE Code:** 5TDX8[View Details](#)**Has Active Exclusion?:** No**DoDAAC:****Expiration Date:** 04/18/2017**Delinquent Federal Debt?** No**Purpose of Registration:** All Awards

#### [Search](#)

#### [Results](#)

Entity

Exclusion

#### [Search](#)

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# Entity Dashboard

[Entity Overview](#)[Entity Registration](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family](#)[Members](#)[RETURN TO SEARCH](#)

## Villanueva, Emidgio

DUNS: 011967598 CAGE Code: 5TDXB

Status: Active

Expiration Date: 04/18/2017

Purpose of Registration: All Awards

519 E 9th St Ste A  
Mission, TX, 78572-4271 ,  
UNITED STATES

## Entity Overview

### Entity Registration Summary

Name: Villanueva, Emidgio  
Doing Business As: Quality Investments  
Business Type: Business or Organization  
Last Updated By: Emidgio Villanueva  
Registration Status: Active  
Activation Date: 04/18/2016  
Expiration Date: 04/18/2017

### Exclusion Summary

Active Exclusion Records? No



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WWW7

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[GSA.gov/IAE](#)  
[GSA.gov](#)  
[USA.gov](#)

**HOUSING ASSISTANCE / CDBG APPROVED LIST OF CONTRACTORS**

<b>NAME AND ADDRESS</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBERS</b>
AR Valley-Wide Construction 27833 Solis Rd. La Feria, TX. 78559	Alejandro Rubio	Office: (956) 412-6782 Home: (965) 797-0403 Mobile: (956) 357-0704 Fax: (956) 533-2628 E-Mail: arvalleywide@aol.com
Benchmark Construction P.O. Box 720083 McAllen, TX. 78504	George Boghs	Home: (965) 631-1459 Mobile: (956) 821-0455 Fax: (956) 631-1337 E-Mail: gboghs@yahoo.com
Casa Blanca Construction P.O. Box 663 Alamo, TX. 78516	Efren Diaz Sr.	Office: (956) 787-8107 Home: (965) 783-6701 Mobile: (956) 223-5763 Fax: (956) 787-7137
Development Consultants & Construction 2516 W. Freddy Gonzalez Edinburg, Texas 78539	Robert Pena Jr.	Office: (956) 318-1000 Mobile: (956) 207-3644 Fax: (956) 318-1071
Disso Construction 712 Swallow Ave. Apt. C McAllen, Texas 78504	Jorge Salvo	Office: (956) 451-0983 Home: (965) N/A Mobile: (956) 451-0983 Fax: (956) 682-0462 E-Mail: dissoconstruction@gmail.com
G.A.S. Enterprises Inc. P.O. Box. 309 Elsa, Texas 78543	Rene Salinas	Office: (956) 262-7106 Home: (965) 262-5095 Mobile: (956) 239-3592 Fax: (956) 262-7107 E-Mail: gas107@aol.com
Horizon Properties 930 West Ebony Drive Edinburg, Texas 78539	Rudy Ramirez	Office: (956) 383-7839 Mobile: (956) 793-7839
Jericho Construction & Remodeling 3225 Water Oak Drive Lot #1 Edinburg, Texas 78539	Joel Flores	Office: (956) 464-8108 Mobile: (956) 227-0843 E-Mail: jcrinc2007@yahoo.com
JLQ Construction 1303 Saphire Street Penitas, Texas 78576	Jose Luis Quintanilla Leonardo Quintanilla	Mobile: (956) 310-4539 Mobile: (956) 639-4938 E-Mail: ldlconstruction.inc@gmail.com
Galleria Home Builder 9950 E. Hwy. Edinburg, Texas 78542	Rebecca Hernandez	Office: (956) N/A Mobile: (956) 533-9560 E-Mail: galleriahb@yahoo.com
O.J. Morales Construction 3314 N. Stewart Mission, Texas 78572	Jesse Morales	Office: (956) 584-7984 Mobile: (956) 624-6355 Fax: (956) 584-7984

HOUSING ASSISTANCE / CDBG APPROVED LIST OF CONTRACTORS		
NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBERS
PCR Construction / Development Inc. 7001 Queens Drive Edinburg, Texas 78542	Ruben Cazares	Office: (956) 383-9114 Mobile: (956) 330-0785 Fax: (956) 383-9114
Quality Investments P.O. Box 943 Mission, Texas 78573	Emigdio Villanueva Jr.	Office: (956) 584-7711 Mobile: (956) 624-7711 Fax: (956) 584-7711
Reliance Builders 334 E. 15 <sup>th</sup> St. San Juan, TX. 78589	Ruben Perez	Office: (956) 239-1021 Home: (956) 781-4438 E-Mail: <a href="mailto:reliancebuilders23@yahoo.com">reliancebuilders23@yahoo.com</a>
Rolando's General Construction 2513 Duke Avenue McAllen, Texas 78501	Rolando Espinoza	Office: (956) 631-6496 Mobile: (956) 221-4646
Grande Valley Builders 3602 N. McColl McAllen, Texas 78501	Manuel Perez	Office: (956) 778-7750 Mobile: (956) 778-7750 Home: (956) 584-0499 Fax: (956) 687-1902 E-Mail: <a href="mailto:mpgvb@aol.com">mpgvb@aol.com</a>
Enriquez Olivarez Const. Inc. 1013 N. 23rd McAllen, Texas 78501	Aniel I. Olivarez	Office: (956) 686-4172 Mobile: (956) 534-5838 Home: (956) 631-6618 Fax: (956) 618-5435 E-Mail: <a href="mailto:Belindamuniz@aol.com">Belindamuniz@aol.com</a>
DVS Construction 1111 E. San Pedro Drive Pharr, Texas 78577	Salvador G. Ochoa	Office: (956) 000-0000 Mobile: (956) 483-9825 Home: (956) 783-1655 Fax: (956) 783-1655 E-Mail: <a href="mailto:salvao8a@rgvrr.com">salvao8a@rgvrr.com</a>
Marcelo Gutierrez Construction / Remodeling, Inc. 402 W. Mahl Edinburg, Texas 78539	Marcelo Gutierrez	Office: (956) 279-6437 Mobile: (956) 279-6437 Home: (956) 802-8688 Fax: (956) 316-2557
Community Resource Group Inc. CRG Homes. 5991 E. Highway 83 Rio Grande City, Texas 78582	Joe Bob Lake	Office: (956) 487-0775 Mobile: (956) N/A Home: (956) N/A Fax: (956) 488-2626 E-Mail: <a href="mailto:mbeltran@crg.org">mbeltran@crg.org</a> E-Mail: <a href="mailto:dreyne@crg.org">dreyne@crg.org</a>

**HOUSING ASSISTANCE / CDBG APPROVED LIST OF CONTRACTORS**

<b>NAME AND ADDRESS</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBERS</b>
Gamboa Construction P.O. Box 6587 McAllen, Texas 78502	Cayetano Gamboa	Office: (956) 624-9276 Mobile: (956) 624-9276 Fax: (956) N/A E-Mail: <a href="mailto:gamboaprime@yahoo.com">gamboaprime@yahoo.com</a>
G. M. G. Construction 304 Toledo Ave. Mission, Texas 78572	Gustavo De Leon co-owner/ Julio Garza	Office: (956) 240-0078 Mobile: (956) 432-8075 Julio G. Home: (956) 956-584-0104 E-Mail: <a href="mailto:jgarza_31@yahoo.com">jgarza_31@yahoo.com</a>
G & G Contractors 5125 S. 281 Suite 3 Edinburg, Texas 78539	Rene Garza	Office: (956) 283-7030 Mobile: (956) 929-1567 Home: (956) 956-N/A Fax: (956) 283-7040 E-Mail: <a href="mailto:rgarzajr26@yahoo.com">rgarzajr26@yahoo.com</a>
F&F Services Construction 1011 Country Club Drive Mission, Texas 78572	Francisco J. Miranda	Office: (956) 212-3030 Mobile: (956) 793-7451 Home: (956) 580-2616 Fax: (956) 580-2616 E-Mail: <a href="mailto:mmiranda1116@yahoo.com">mmiranda1116@yahoo.com</a>
Dos Logistics Inc. 1002 E. Expressway 83 Weslaco, Texas 78596	Eric Ybarra	Office: (956) 968-8800 Mobile: (956) 373-5398 Mr. Vela Fax: (956) 447-8194 E-Mail: <a href="mailto:candelaorganization@yahoo.com">candelaorganization@yahoo.com</a>
A-One Insulation 1006 E. Ferguson Pharr, Texas 78577	Raymundo Carrizales	Office: (956) 702-7511 Mobile: (956) 684-1288 Fax: (956) 702-7558 E-Mail: <a href="mailto:aoneinsulation@aol.com">aoneinsulation@aol.com</a>
Edel Construction & Consulting 3321 W. Alberta Edinburg, Texas 78539	Eduardo Elizondo	Office: (956) 551-0102 Mobile: (956) 867-0667 Fax: (956) 287-4211 E-Mail: <a href="mailto:edelconstruction@yahoo.com">edelconstruction@yahoo.com</a>
Martinez Custom Homes 2315 Kings Drive Edinburg, Texas 78539	Homer Martinez	Office: (956) 279-9622 Mobile: (956) 279-9622 Fax: N/A
Real Construction 2501 Ebano Hidalgo, Texas 78557	Pedro Eufracio	Office: (956) 624-7299 Mobile: (956) 533-2746 Mobile: 9956)780-4135 E-Mail: <a href="mailto:real.construction.rgv@gmail.com">real.construction.rgv@gmail.com</a>
Chapa Construction 131 W. Jonquil Ave. McAllen, Texas 78501	Gustavo Chapa	Office: (956) 781-3419 Mobile: (956) 821-2039 Fax: (956) 782-5788
Carranza Development, LLC 5609 N. Cypress St. Pharr, Texas 78577	Julio Carranza	Office: (956) 451-7162 Mobile: (956) 207-0987



HOUSING ASSISTANCE / CDBG APPROVED LIST OF CONTRACTORS		
NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBERS
M R Demolition and Construction 1300 E. 1 <sup>st</sup> Street Mission, Texas 78572	Esmeralda Rodriguez	Office: (956) 381-6810 Mobile: (956) 342-1410 Fax: (956) N/A
Jax Construction 7021 N. 7 ½ Mile Road Mission, Texas 78572	Jamie D. Schach	Mobile: (956) 789-0246 Fax: (956) 631-2472
Tavo Construction 5902 S. 28 <sup>th</sup> Lane McAllen, Texas 78501	Gustavo Garcia	Cell: (956) 451-8691

Revised 12/7/16 by V.G.

\*Please note new contractors and corrections added in red.

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Awarding RFP 2017-013, Telecommunications, Data and Internet Services for City Hall and other City Departments to SmartCom Telephone, LLC and Authorize the City Manager to Negotiate and Enter into a Service Agreement for a Three year Term. [Leo Gonzales, Jr., Director of Information Technology]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, February 20, 2017, a total of two (2) proposals from prospective firms were received for RFP 2017-013. Both proposals were subsequently evaluated and ranked in accordance to the general evaluation criteria outlined within the Request for Proposal. SmartCom Telephone, LLC, a McAllen, Texas based company, was the top ranked firm based on their qualifications and service. Therefore, we request authorization for the City Manager to negotiate and enter into an agreement with the recommended evaluated vendor for Telecommunications, Data and Internet Services for City Hall and other City Departments for a Three Year Term.

SmartCom Telephone, LLC is the City of Edinburg's current Telecommunications and Internet Services Provider for Voice and Internet services and AT&T is the current Data Service Provider. The current AT&T Data Service Agreement has a termination date of May 19, 2017 while the current SmartCom Telephone agreement has a termination date of August 30, 2017. Based on ten to twelve week project timelines to upgrade or implement new Telecommunications, Data and Internet Services, it is in the best interest for the City of Edinburg to obtain proposals for all three services in order to receive the best rate possible. After reviewing both proposals, it has been determined most advantageous for the City of Edinburg to obtain the Telecommunications, Data and Internet Services from SmartCom Telephone, LLC. By awarding the proposal to SmartCom Telephone LLC, the current service agreement will be amended in order to have all three services co-exist on one agreement term which will begin on June 1, 2017 and end on May 30, 2020. The City of Edinburg will then have the option to renew the agreement for an additional two years, a month to month option at standard rates or the option to obtain new request for proposals.

Telecommunications Services will continue to provide telephone service for City Hall, Solid Waste Management, Police Department and Fire Department. Data Services will provide network connectivity to the current Seven (7) main city facilities: City Hall, Solid Waste Management, Police Department, Service Center, Parks and Recreation, World Birding Center, Airport and add one (1) additional city facility, The Boys & Girls Club. These Eight (8) facilities will serve as network hubs as part of the City's Wide Area Network. Internet Services will continue to allow City Hall to be the access hub for all city facilities for Internet access and also provide internet service for the City's Guest Wi-Fi.

The SmartCom Telephone LLC MetroE Data and Internet Services, in conjunction with the City's existing wireless network, will provide a faster and more efficient city Wide Area Network to supply Voice, Data and Internet access to all city locations. Data and Internet Services will provide faster speeds up to two hundred times the current speeds used today.

The vendors listed on the Bidders' List were all sent proposal packets via mail or email from the City's Purchasing Department.

City staff recommends the upgrade of Telecommunications, Data and Internet Services from SmartCom Telephone, LLC at a monthly rate of \$8,855.00, not including surcharges and other fees, for a total annual amount of \$106,260.00 on a three year term. Staff has verified that no monies are owed to the City by SmartCom Telephone, LLC and Funding is available in the Fiscal Year 2016-2017 General Fund Operating Budget.

**RECOMMENDATION:**

Approve Awarding RFP 2017-013, Telecommunications, Data and Internet Services for City Hall and other City Departments to SmartCom Telephone, LLC and Authorize the City Manager to Negotiate and Enter into a Service Agreement for a Three Year Term.

**REVIEWED BY:**

**PREPARED BY:**

/s/ Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/Leo Gonzales

Leo Gonzales  
Director of Information  
Technology

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

TELECOMMUNICATIONS, DATA AND INTERNET SERVICES - RFP #2017-013	COST EFFECTIVENESS OF SERVICE	VENDOR PROPOSAL MEETS MINIMUM SPECIFICATIONS	COMPREHENSIVE IMPLEMENTATION PLAN DESIGNED TO MINIMIZE DISRUPTION OF BUSINESS ACTIVITIES AND TO ENSURE BUSINESS CONTINUITY	REFERENCES, EXPERIENCE AND CAPABILITIES OF VENDOR	COMBINED TOTAL FOR RFP
	SCORE RANGE 0-40	SCORE RANGE 0-20	SCORE RANGE 0-15	SCORE RANGE 0-25	
	SCORE MAX 40	SCORE MAX 20	SCORE MAX 15	SCORE MAX 25	
COMPANY	Ranking	Ranking	Ranking	Ranking	
AT&T	20	13	15	25	73
SmartCom	35	19	15	25	94

City Office	Type of Service	Current Speed	Current Company	Current Cost	
City Hall	Fiber	250Mbps	AT&T	\$1,957.50	
Police Department	Fiber	50Mbps	AT&T	\$689.50	
Service Center	Fiber	50Mbps	AT&T	\$812.00	
Solid Waste Management	Fiber	50Mbps	AT&T	\$689.50	
Parks & Recreation	Fiber	50Mbps	AT&T	\$689.00	
World Birding Center	Fiber	10Mbps	AT&T	\$434.00	
Airport	Fiber	5Mbps	AT&T	\$546.00	\$5,817.50
Boys & Girls Club	Fiber	N/A	N/A	N/A	
City Hall	PRI		SmartCom	\$438.69	
Police Department	PRI		SmartCom	\$438.69	
Solid Waste Management	PRI		SmartCom	\$413.69	
Fire Department	PRI		SmartCom	\$438.69	
Fire Department	T1		SmartCom	\$155.54	
Police Department	T1		SmartCom	\$155.54	
City Hall - Internet Service	Fiber	100Mbps	SmartCom	\$702.27	
City Hall - Guest Internet	Fiber	50Mbps	SmartCom	\$402.27	\$3,145.38

	<b>AT&amp;T Total Annual Cost - Current</b>
	<b>\$69,810.00</b>
	<b>SmartCom Total Annual Cost - Current</b>
	<b>\$37,744.56</b>
	<b>Not City Hall Expense</b>
	<b>\$19,225.80</b>
	<b>Total 2016-2017 Annual Expense not including Phone Line and Long Distance</b>
	<b>\$88,328.76</b>
	<b>IT - AT&amp;T Phone Line charges</b>
	<b>\$8,915.04</b>
	<b>DIR Long Distance Charges</b>
	<b>\$2,400.00</b>
<b>Total</b>	<b>\$99,643.80</b>
	<b>Total Budget 2016-2017</b>
	<b>\$124,500.00</b>
	<b>IT Budget Amount Balance Remaining</b>
	<b>\$24,856.20</b>

City Office	Type of Service	Proposed Speed	Proposed Cost
	<b>AT&amp;T</b>	<b>Minimum</b>	
City Hall	Fiber	1Gbps	\$1,733.26
Police Department	Fiber	100Mbps	\$595.04
Service Center	Fiber	50Mbps	\$537.90
Solid Waste Management	Fiber	50Mbps	\$921.67
Parks & Recreation	Fiber	50Mbps	\$537.90
World Birding Center	Fiber	50Mbps	\$537.90
Airport	Fiber	50Mbps	\$537.90
Boys & Girls Club	Fiber	50Mbps	\$537.90
City Hall	PRI		\$2,984.75
Police Department	PRI		\$806.20
Solid Waste Management	PRI		\$492.55
Fire Department	PRI		\$806.20
Fire Department	T1	3Mbps	Included
Police Department	T1	3Mbps	Included
City Hall - Internet Service	Fiber	1Gbps	Included
City Hall - Guest Internet	Fiber	1Gbps	\$2,470.25
		<b>Total</b>	<b>\$13,499.42</b>

\$5,401.57

<b>AT&amp;T Total Annual Cost - Proposed</b>
<b>\$161,993.04</b>
<b>Not City Hall Exp</b>
<b>\$25,259.40</b>

<b>Total Overbudget not including other Phone line and Long Distance Charges</b>
<b>-\$12,233.64</b>
<b>IT - AT&amp;T Phone Line charges</b>
<b>\$8,915.04</b>
<b>DIR Long Distance Charges</b>
<b>\$2,400.00</b>
<b>Increase of IT Budget Amount 2017/2018</b>
<b>-\$23,548.68</b>

City Office	Type of Service SmartCom	Proposed Speed Maximum	Proposed Cost
City Hall	Fiber	10Gbps	Included
Police Department	Fiber	1Gbps	\$549.00
Service Center	Fiber	1Gbps	\$549.00
Solid Waste Management	Fiber	1Gbps	\$549.00
Parks & Recreation	Fiber	1Gbps	\$549.00
World Birding Center	Fiber	1Gbps	\$549.00
Airport	Fiber	1Gbps	\$549.00
Boys & Girls Club	Fiber	1Gbps	\$549.00
City Hall	PRI		\$329.00
Police Department	PRI		\$329.00
Solid Waste Management	PRI		\$329.00
Fire Department	PRI		\$329.00
Fire Department	T1	3Mbps	\$149.00
Police Department	T1	3Mbps	\$149.00
City Hall - Internet Service	Fiber	1Gbps	\$1,699.00
City Hall - Guest Internet	Fiber	1Gbps	\$1,699.00
		<b>Total</b>	<b>\$8,855.00</b>

\$3,843.00

<b>SmartCom Total Annual Cost - Proposed</b>
<b>\$106,260.00</b>
<b>Not City Hall Exp</b>
<b>\$15,420.00</b>

<b>Total Cost Savings not including other Phone line and Long Distance charges</b>
<b>\$33,660.00</b>
<b>IT - AT&amp;T Phone Line charges</b>
<b>\$8,915.04</b>
<b>DIR Long Distance Charges</b>
<b>\$2,400.00</b>
<b>IT Budget Amount Balance Remaining</b>
<b>\$22,344.96</b>



The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, February 20, 2017**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

**RFP #2017-013**  
**TELECOMMUNICATIONS, DATA AND INTERNET SERVICES**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).

Hand Delivered RFP'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **120** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

# TELECOMMUNICATIONS, DATA AND INTERNET SERVICES

## PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

## INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

## SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, One (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

### Hand Delivered RFP'S:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

### If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

### If Mailing RFP's:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

## TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **120** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

## RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

## AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

## NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.



## **STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

## **ALTERATIONS/AMENDMENTS TO RFP**

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **NO RESPONSE TO RFP**

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

## **LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

## **PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

## **SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for TELECOMMUNICATIONS, DATA AND INTERNET SERVICES as specified.

## **RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## **INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

## **INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

## **VERBAL THREATS**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## **CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

## **JURISDICTION**

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **VENUE**

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

## CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## TERMINATION OF CONTRACT

(28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

## RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, February 20, 2017 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the **RFP 2017-013 for "TELECOMMUNICATIONS, DATA AND INTERNET SERVICES"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFP's:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

## ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

## RFP PREPARATION COSTS

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

## EQUAL EMPLOYMENT OPPORTUNITY

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and

amendments, except as permitted by said laws.

**AUTHORIZATION TO BIND RESPONDENT TO RFP**

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

## 1. INTRODUCTION

### 1.1 PURPOSE OF THE RFP

The City of Edinburg is seeking services from qualified vendors experienced in providing **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet City of Edinburg's **TELECOMMUNICATION, DATA AND INTERNET SERVICES** needs in the most cost effective and efficient manner.

This RFP provides the requirements and evaluation criteria. The City of Edinburg requests detailed responses from all prospective Vendors, including pricing and service descriptions, in a specified format. The City of Edinburg will conduct a review of the responses received from this RFP.

### 1.2 EXISTING NETWORK INFRASTRUCTURE

The City of Edinburg currently has twenty (20) facility locations part of the City Wide Area Network (WAN) including City Hall. All twenty locations have an assigned IP subnet and configured VLANs for the City network. Seven (7) City locations are currently on the AT&T Switched Ethernet (ASE) service. The following City locations are using the ASE services with the assigned bandwidth speeds (See Appendix D "City of Edinburg ASE Wide Area Network Diagram):

- |                           |         |
|---------------------------|---------|
| • City Hall:              | 250Mbps |
| • Police Department:      | 50Mbps  |
| • Service Center:         | 50Mbps  |
| • World Birding Center:   | 10Mbps  |
| • Solid Waste Management: | 50Mbps  |
| • Airport:                | 5Mbps   |
| • Parks and Recreation    | 50Mbps  |

The City of Edinburg also uses Fiber Managed Internet Services (MIS) of 100Mbps from Smartcom Telephone for providing internet access for all City locations. A Fiber MIS of 50Mbps from Smartcom Telephone is also used for Guest Internet Services. T1s are used as backup internet service for the Police and Fire Departments.

### 1.3 EXISTING PHONE INFRASTRUCTURE

The City currently uses Cisco Unified Computing System (UCS) version 10.5 as the main voice system at City Hall and seventeen (17) offsite city facilities. Two (2) separate city facilities currently use Cisco Callmanager Express (CME) systems. There are approximately 450 IP phones located throughout all City facilities. Public Rate Interface (PRI) circuits are used for telecommunication services at City Hall, Solid Waste Management, Police Department and Fire Department locations. The remaining city locations use analog telephone lines connected to the network equipment by way of Foreign Exchange Office (FXO) router modules for local dial tone.

## **2. SCOPE OF WORK**

### **2.1 OVERVIEW**

The City of Edinburg is seeking proposals for **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet the City's voice and data communication services needs in the most cost effective and efficient manner. The quantities described in this RFP are a guideline to allow vendors to submit their best proposal that meets the City's needs at the best cost and is deemed most advantageous to the City of Edinburg. The City of Edinburg shall not be obligated to purchase any particular quantity of services detailed herein. A list of the City's current **TELECOMMUNICATION, DATA AND INTERNET SERVICES** are included in Appendix B.

### **2.2 VOICE SERVICES REQUESTED**

The list of City of Edinburg's sites in need of Telecommunication services is set forth in Appendix C.

The following specific services are requested by category:

- Local Toll: the ability to effectively and efficiently make and receive telephone calls in your immediate geographic area.
- In-State: the ability to effectively and efficiently make and receive telephone calls outside of the immediate geographic area but within the State of Texas.
- State-to-State: the ability to effectively and efficiently make and receive domestic calls.
- International: the ability to effectively and efficiently make and receive calls with specified countries outside of the United States (currently Mexico).

### **2.3 DATA COMMUNICATION SERVICES REQUESTED**

The list of the City of Edinburg's sites in need of data and internet services is set forth in Appendix C.

### **2.4 CURRENT SERVICES PROVIDERS**

- Telecommunications Services: SmartCom Telephone
- Data Services - AT&T
- Managed Internet Services - SmartCom Telephone
- Long Distance - DIR (Department of Information Resources) The City of Edinburg is not looking to make any changes on this service.

### **3. GENERAL TERMS AND CONDITIONS**

This RFP is not a contract offer. Receipt of a proposal neither commits the City of Edinburg to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. The City of Edinburg reserves the right to contract with a Vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The City of Edinburg reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to the RFP specifications are met.

Products and services which are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.

#### **3.1 COST OF PROPOSALS**

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

#### **3.2 RIGHT OF REJECTION**

The City of Edinburg will review the proposals for compliance with the procedural requirements set forth in this RFP and will reject any proposal that fails to meet the minimum bid requirements. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by the City of Edinburg at its discretion. The City of Edinburg reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The City of Edinburg may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. In addition, the City of Edinburg reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of the City of Edinburg.

#### **3.3 INSURANCE REQUIREMENTS**

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix G which may arise out of or result from the Vendor's operations under the contract, whether such operations performed by the Vendor or subcontractor or by anyone directly employed by the Vendor. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

#### **3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, Vendor certifies that neither him nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

#### **3.5 STATEMENT OF CONFIDENTIALITY**

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the Freedom of Information Act. In accordance with the Act, certain information is subject to public disclosure. Please be advised that should Vendor deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

#### **3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)**

The successful Vendor(s) will be advised of selection by the City of Edinburg through the issuance of a notification of award letter via email. Any notification of the selection of the successful Vendor(s) shall have no legal effect unless

and until the parties negotiate a mutually acceptable agreement.

### **3.7 PROPOSED TERMS OF CONTRACT**

The City of Edinburg is requesting that the selected Vendor enter into a three (3) year contract with the option to extend the contract on an annual basis if determined to be most advantageous for the City of Edinburg. The contract shall begin on a mutually agreed upon date between the City of Edinburg and the successful Vendor, which should be after the Proposal and Agreement gets approved by the City of Edinburg City Council and has been reviewed and approved by the City Legal Attorney and can be extended on an annual basis for a maximum of two (2) years at the sole discretion of the City of Edinburg.

### **3.8 SECURITY AND CLEARANCES**

All personnel (Vendors and subcontractors) that will be working on this project at the City of Edinburg sites must observe all security and safety procedures of the facility and must secure all record checks required by law.

### **3.9 ADDITIONAL INFORMATION FOR THE PROVIDERS**

The City of Edinburg reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s)

### **3.10 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any supplier orally.

### **3.11 CONTRACT TYPE**

The contract resulting from this solicitation will be a fixed-price contract.

### **3.12 PAYMENT TERMS**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item pricing on the Purchase Order and made within thirty (30) days after the date of the invoice.

The City of Edinburg reserves the right to reduce or withhold contract payment in the event that Vendor does not provide the City of Edinburg with all required deliverables within the time frame specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract.

### **3.13 RFP REVISIONS**

Should it become necessary to revise any part of this RFP, addenda will be posted on the City website. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to the City of Edinburg's website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### **3.14 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at City of Edinburg - City Hall no later than **3:00**



**PM, February 20, 2017.** Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. Any proposal received after the submission deadline, no matter what the reason, will be returned unopened.

### **3.15 DURATION OFFER**

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

### **3.16 TERMS AND CONDITIONS**

Any contract entered into in connection with this solicitation shall be subject to these General terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Edinburg shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City of Edinburg may find said Vendor in default.

## **4. PROPOSAL FORMAT**

### **4.1 GENERAL**

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the City of Edinburg. The City of Edinburg reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The city of Edinburg reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City of Edinburg. The proposal is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

### **4.2 PROPOSAL FORMAT**

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

#### **4.2.1 COVER LETTER**

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

#### **4.2.2 EXECUTIVE SUMMARY**

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor's ability to provide the products and services required in this RFP.

#### **4.2.3 COMPANY BACKGROUND AND HISTORY**

Describe experience of firm in general providing consulting/professional services.

Describe relevant services carried out in the last five (5) years which illustrate firm's experience as it relates to this RFP.

#### **4.2.4 EVIDENCE OF RESPONSIBILITY**

Vendors shall submit, with their proposal, all necessary evidence showing their financial resources; experience in the type of work being required by the City of Edinburg; organization available for the performance of the work, and any other required evidence of qualifications to perform. The City of Edinburg shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Proposal.

#### **4.2.5 PROJECT APPROACH / MANAGEMENT**

Please include the following information in the section:

Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. Since the City of Edinburg's current contract come to End of Term in May 2017, the City of Edinburg would need to receive its new contracted services as soon as possible once a signed contract is in force. Describe your implementation plan and schedule, including a detailed timeline and milestones.

Include a description of how the project team will be structured, its roles and responsibilities and location

within the company's organizational framework.

Proposals submitted must also address how the Vendor will ensure that the City of Edinburg will receive accurate invoicing within sixty (60) days of the term commencement date. Vendors shall describe their responsibilities, as well as the City of Edinburg's in regard to the conversion of any existing telecommunications infrastructure, if applicable.

#### **4.2.6 SERVICES AND COST PROPOSAL**

**SERVICES PROPOSAL** – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFQ.

- **SERVICE LEVELS PROVIDED**

Provide standard installation time frames, responses to issues, escalation procedures and restoration time periods for all services proposed.

- **SERVICES**

Provide responses to the following questions and requests for information:

- Is the designated vendor representative assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
- Is 24-hour customer service included? If so, please provide methods of access.
- What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 pm) and/or 24/7? Please provide detailed information.
- Do you have a local office for service? Will the City of Edinburg's account team be located within the county for the duration of the contract and after?
- Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
- What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?
- All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Edinburg, upon expiration or termination of this agreement.
- As part of the Proposal response, the City of Edinburg is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that the City of Edinburg can better determine the final installed number of services for fiscal year 2016-2017. The City of Edinburg will not be charged separately for this binding post inventory document.

- **NETWORK CAPABILITIES**

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability, redundancy and fault tolerance.

**COST PROPOSAL** - Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services, if applicable.

The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.

All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.

Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the City of Edinburg, vendor will provide adjustment of charges within two billing cycles of notification.

Contractor must provide policy regarding the issuing of credits.

#### **4.2.7 REFERENCES**

Include five (5) references for customers of similar scope and size as requested by the City of Edinburg. This reference list shall include the following information:

Organization Name

Customer Contact – name, title and contact information

Address

Date of work performed

Brief description of work performed

#### **4.2.8 EXCEPTIONS TO THE RFP**

Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

#### **4.2.9 COPIES**

One (1) original and two (2) copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

#### **4.2.10 REQUIRED ATTACHMENTS**

### **5. EVALUATION AND SELECTION PROCEDURE**

#### **5.1 EVALUATION COMMITTEE**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to the City of Edinburg, considering price and technical factors set forth herein. The City's evaluation committee will make the final determination about acceptability of proposals.

#### **5.2 EVALUATION PROCESS**

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via

teleconference or may take the form of questions to be answered by the Vendors and conducted by mail or e-mail at the discretion of the City of Edinburg. During the evaluation process, the evaluation committee may request technical assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the City of Edinburg.

Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of the City of Edinburg, the City may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the City of Edinburg considering both price and technical factors set forth in this RFP.

### **5.3 EVALUATION CRITERIA**

The Evaluation committee will evaluate the technical proposals using the criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

Total maximum score is 100 points. Award is to the highest scoring Vendor.

The City of Edinburg evaluates and weighs the follow criteria when evaluating Vendor's responses. These standards are listed in descending order of importance.

<b>Evaluation Criteria</b>	<b>Weight</b>
Cost effectiveness of service	40 points
Vendor proposal meets minimum specifications	20 points
Comprehensive implementation plan designed to minimize disruption of business activities and to ensure business continuity	15 points
References, experience and capabilities of Vendor	25 points

## APPENDIX A. SPECIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Edinburg shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City may find said Vendor in default.

### 1. REQUEST FOR PROPOSALS (RFP)

a) DIRECTIONS: The City of Edinburg invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

b) DEFINITIONS: For the purpose and clarity of this document only, "City" will mean the City of Edinburg. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested Vendor, and/or contractor, proposer that responds to this RFP.

### 2. GENERAL REQUIREMENTS

a) AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of the City, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

b) TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various City offices, whichever is specified, in quantities to be determined subsequent to the award.

c) SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. However, the City of Edinburg will allow the vendors to submit pricing for each Data service for "Bandwidth Minimum Requested" and also "Bandwidth Maximum Preferred" for 1Gbps option for all City of Edinburg fiber locations. In this case, the Vendor is able to submit both requested prices. **The City of Edinburg prefers data and internet bandwidth 1Gbps Speed.** If said Vendor should submit more than one price on any items other than just specified, all prices for that item will be rejected.

Technical Questions should be addressed to:

Leo Gonzales Jr.  
Information Technology Department  
lgonzales@cityofedinburg.com  
(956) 388-8201

d) AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City of Edinburg. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

e) MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the

requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

f) **PRODUCT/SERVICE OFFERED BY THE VENDOR:** The product/service offered by the Vendor shall be the latest version of the product/service. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to the City of Edinburg a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.

g) **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the City of Edinburg, which would provide sufficient data to enable the City to judge the Vendor's compliance with the specifications.

h) **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the City of Edinburg to the specification as written. Any deviation by the awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the services and/or equipment.

i) **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City of Edinburg. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of the City, assign any of the monies payable under the contract.

### **3. PRICES**

a) **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.

b) **UNITS OF MEASURE:** Wherever the City of Edinburg indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of the City to determine whether the Vendor's price will be recalculated. The City will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.

c) **DELIVERY/INSTALLATION CHARGES:** All prices shall include all delivery/installation charges.

d) **PRICE REDUCTIONS:** The City of Edinburg reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.

e) **TAXES:** Taxes shall be excluded in the bid. The City of Edinburg is a tax exempt organization and

will supply a tax exempt certificate upon request. To receive a copy of the tax exempt certificate, vendor may contact the City Purchasing Department - Ms. Lorena Fuentes, [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com), 956-388-1895.

#### **4. ITEM DELIVERY**

a) **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for the City of Edinburg shall be delivered F.O.B. Destination. All deliveries of equipment that must be located inside the building, must be delivered Monday through Friday with the exception of holidays, to offices – between 8:30 a.m. and 4:00 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc. from the premises after delivery and setup of any equipment. The Awarded Vendor shall be liable for the full replacement value of any delivery item that is damaged.

#### **5. GUARANTEE AND WARRANTIES**

a) **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the City of Edinburg. Vendor expressly warrants that:

- The equipment to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, or representation; that this warranty shall survive acceptance and payment for the equipment; and that the Vendor will bear the cost of inspection of all equipment rejected;
- The Vendor hereby provides a warranty of authorization as to all equipment and services.

b) **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all equipment furnished by it for a period of one year from the date of acceptance, i.e. delivery and installation, unless a long period of warranty is specified in the General Terms and Conditions attached to the RFP.

c) **EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of the City of Edinburg are due to faulty design, installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or replace said equipment to the complete satisfaction of the City. These repairs and/or replacement(s) shall be made at such times as will be designated by the City to avoid any interruption to business continuity.

d) **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

#### **6. PROPOSAL SUBMISSION**

a) **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.

b) **SUBMISSION:** Proposals must be delivered to the City of Edinburg: Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

c) **FORMAT:** Signed proposals must be delivered in sealed packaging and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The City of Edinburg shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.



d) **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.

e) **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

f) **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and Conditions of this RFP. Such documents are required by local, state, or federal funding agencies of the City of Edinburg as part of the bidding process.

g) **PROPOSAL PREPARATION FEES:** The City of Edinburg will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.

h) **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions.

i) **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made to the City of Edinburg in accordance with the General Terms and Conditions.

j) **RIGHT TO PROTEST:** Any Vendor or Vendor who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the City of Edinburg. The protest shall be submitted in writing to the City within five (5) business days after the basis for protest is known or should have been known.

k) **CONTRACT TERMS:** The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

l) **COMMENCEMENT OF SERVICES:** The City of Edinburg shall have no obligation to pay for services performed before the contract is signed or after it ends. The City shall have no obligation to pay for services in excess of the monetary amount of the award. The City shall have no obligation to pay for services until all services are installed, tested and put into production for all City facilities. The City shall have no obligation to pay for services before a purchase order/invoice is issued.

## **7. ADDENDA**

a) **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and Conditions, inquiries are to be sent in writing to:

City of Edinburg  
Attn: Ms. Lorena Fuentes, Purchasing Agent  
415 W. University Drive  
Edinburg, Texas 78540  
[lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)  
956-388-1895

Please include in the Subject matter as, "INQUIRY" and the RFP name and number must be noted on the envelope or in the Subject field if sending inquiry by email..

b) **ISSUANCE:** Any change to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligation(s) under this RFP as amended by all addenda. All addenda so issued shall become a part of the award.

## **8. ANNULMENTS AND RESERVATIONS**

a) **RIGHT TO REJECT:** The City of Edinburg reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The City reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the City also reserves the right not to order any item(s) within the specification(s).

b) **WAIVER OF TECHNICAL DEFECTS:** The City of Edinburg reserves the right to waive technical defects, if in its judgment the interest of the City shall so require.

c) **CONTRACT RESERVATIONS:** The City of Edinburg reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The City of Edinburg materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The City of Edinburg to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or governmental restrictions, The City of Edinburg reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental action, The City of Edinburg reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

## **9. TERMINATION OF CONTRACT**

a) **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The City of Edinburg may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds or office closure(s) with thirty (30) days written notice to the Vendor. The City of Edinburg, shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

b) **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The City of Edinburg. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

## **10. CONTRACT TERMS AND CONDITIONS**

a) **SUBMISSION OF INVOICES:** Vendor agrees to accept the line item price on the purchase order/invoice as final payment. All invoices are to be submitted promptly showing: Purchase Order/Invoice number and name and address of recipient and mailed to The City of Edinburg Finance Department, P.O. Box 1079, Edinburg, Texas 78540-1079 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material/equipment to the appropriate location at the time of delivery.

b) **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with

the purchase order. Each invoice shall identify The City of Edinburg Purchase Order Number, line item number and item description(s) or services shall be listed in the same order as on the Proposal and/or Purchase Order.

c) **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.

d) **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the materials/equipment have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when materials/equipment were accepted by The City of Edinburg, then The City shall have no obligation to pay for the stale invoice(s).

e) **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of The City of Edinburg.

f) **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless The City of Edinburg and its employees from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against The City of Edinburg and their respective appointed officials and employees, arising as a result of any direct or indirect, willful, or negligent act or omission of the consultant or its employees, agents or volunteers.

g) **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall provide proof of commercial liability insurance and coverage amounts. Such insurance shall include contractual liability insurance. If applicable, Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a defined limit and provide proof of such insurance, in the event the service delivered pursuant to this RFP, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this RFP shall mean any services provided by a licensed professional.

h) **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of The City of Edinburg. Any attempt to do so without such consent shall be null and void of no effect.

i) **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

j) **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The City of Edinburg and made available by the Vendor to The City of Edinburg and/or its designated agent(s) at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulation(s).

k) **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing building, equipment, and property at The City of Edinburg offices and all material furnished by The City of Edinburg ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to The City as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

l) PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Logo of The City of Edinburg in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law and/or regulations), without the prior written consent of The City of Edinburg, which consent will not be unreasonably withheld. Purchase by The City of Edinburg of any service does not imply that The City has either adopted or endorsed the product of service, and the use by any manufacturer. Vendor, merchant or other person of the name or logo of The City of Edinburg in any advertisement that they are furnishing products or services is not authorized.

**APPENDIX B.**  
**LIST OF THE CITY OF EDINBURG OFFICES RECEIVING TELECOMMUNICATION, DATA  
AND INTERNET SERVICES**

<b>City Office</b>	<b>Street Address</b>	<b>Type of Service</b>	<b>Speed</b>
City Hall	415 W. University Drive	ASE	250Mbps
		Internet	100Mbps Up/Down
		Internet - Guest	50Mbps Up/Down
		PRI and DIDs - Full Span	
Police Department	1702 S. Closner Blvd	ASE	50Mbps
		T1 - Backup Internet	3Mbps
		PRI and DIDs - Full Span	
Solid Waste Mgmt	8601 N. Jasman Rd	ASE	50Mbps
		PRI and DIDs - Full Span	
Service Center	1201 N Doolittle Road	ASE	50Mbps
Parks & Recreation	315 E. Palm Drive	ASE	50Mbps
World Birding Center	714 S. Raul Longoria Rd	ASE	10Mbps
Edinburg Airport	1300 E. FM 490	ASE	5Mbps
Fire Department	212 W. McIntyre	T1 - Backup Internet	3Mbps
		PRI and DIDs - Full Span	

**APPENDIX C.  
QUOTATION PAGE/BID FORM – PRICING**

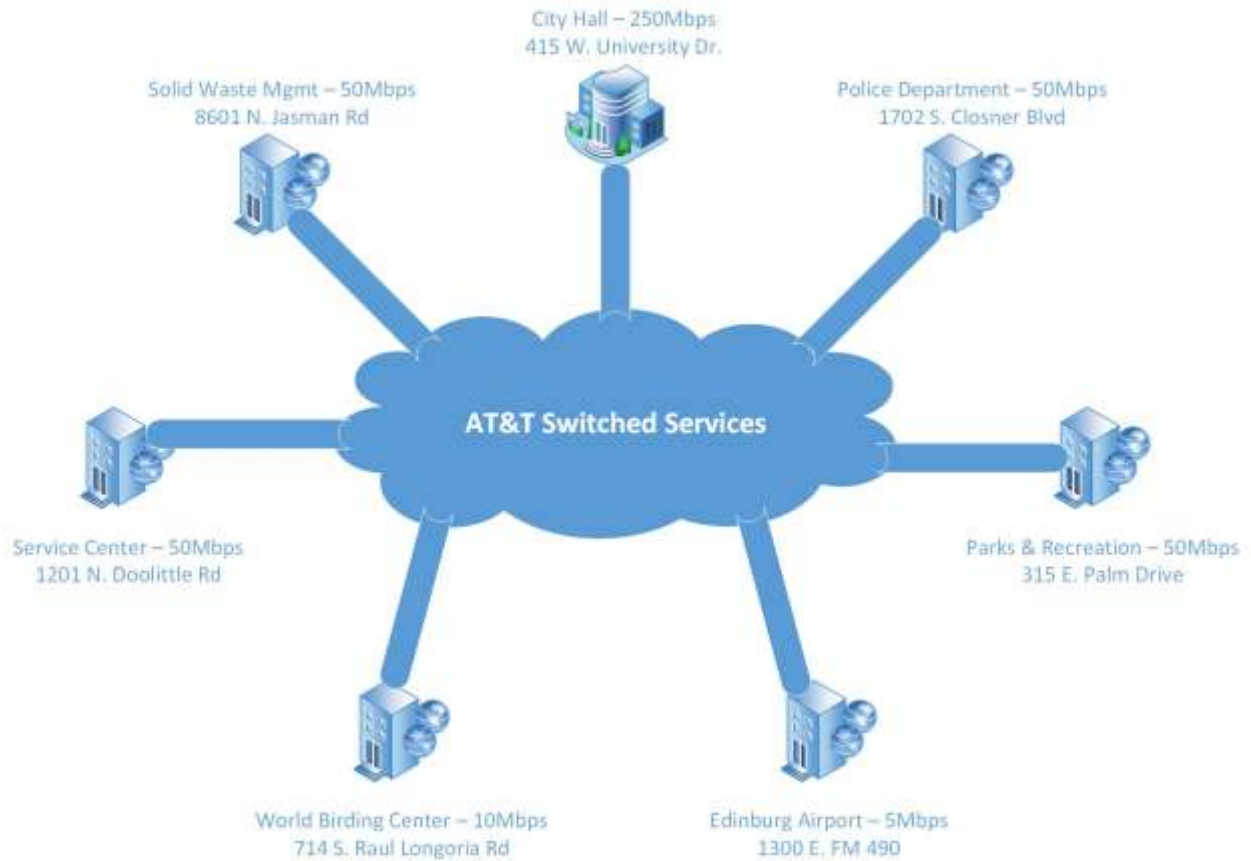
**City wants to control data speeds at each location.**

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall 415 W. University Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		10Gbps		
Solid Waste Mgmt 8601 N. Jasman Rd	Fiber Service w/Ethernet on Demand Bandwidth	500Mbps		1Gbps		
Police Department 1702 S. Closner Blvd	Fiber Service w/Ethernet on Demand Bandwidth	100Mbps		1Gbps		
Service Center 1201 N. Doolittle Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Parks & Recreation 315 E. Palm Dr	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
World Birding Center 714 S. Raul Longoria Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
Edinburg Airport 1300 E. FM 490	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Boys & Girls Club 702 Cullen St	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
City Hall	PRI					
Police Dept	PRI					
Solid Waste Mgmt	PRI					
Police Dept	T1 - Internet	3Mbps		3Mbps		
Fire Dept	T1 - Internet	3Mbps		3Mbps		
City Hall – Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		
City Hall – Guest Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		

<b>Total Cost - Minimum Requested</b>	
<b>Total Cost - Maximum Preferred</b>	

**APPENDIX D.**  
**CITY OF EDINBURG ASE NETWORK DIAGRAM**





**APPENDIX E.  
STATEMENT OF VENDOR'S QUALIFICATION**

1. Legal Business Name:

\_\_\_\_\_

2. Business Office Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

URL: \_\_\_\_\_

3. Business Effective Date: \_\_\_\_\_

4. Organized Business Status:

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_\_ Other

5. How many years have you been engaged in the business under your present name?

\_\_\_\_\_

6. What other name(s) if any, has your business/company operated under and taxpayer number used: \_\_\_\_\_

7. Please list the names of your personnel authorized to sign legal and binding Bid Documents:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above statements must be subscribed and sworn before a Notary Public.

**Authorized Representative**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

Notary Public for State of Texas: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## APPENDIX F. REFERENCES

1. CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SERVICES PROVIDED: \_\_\_\_\_  
DATE(S) OF SERVICES: \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_
  
2. CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SERVICES PROVIDED: \_\_\_\_\_  
DATE(S) OF SERVICES: \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_
  
3. CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SERVICES PROVIDED: \_\_\_\_\_  
DATE(S) OF SERVICES: \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_
  
4. CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SERVICES PROVIDED: \_\_\_\_\_

DATE(S) OF SERVICES: \_\_\_\_\_

CONTACT NAME & TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

5. CLIENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SERVICES PROVIDED: \_\_\_\_\_

DATE(S) OF SERVICES: \_\_\_\_\_

CONTACT NAME & TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## APPENDIX G. CERTIFICATE OF INSURANCE COVERAGE

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NUMBER: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

Type of Insurance	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide proof of insurance coverage as shown in the General Conditions of the RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID. This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.

\_\_\_\_\_  
(Authorized Agent's Signature)

\_\_\_\_\_  
(Date)

**APPENDIX H. COST PROPOSAL FORM**  
(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

TO: THE CITY OF EDINBURG

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication, data and internet services to The City of Edinburg in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



REQUEST FOR PROPOSAL  
ADDENDUM NUMBER ONE (1)

DATE: FEBRUARY 10, 2017  
RE: RFP #2017-013 – TELECOMMUNICATIONS, DATA AND INTERNET SERVICES  
OWNER: CITY OF EDINBURG  
TO: HOLDERS OF RFP, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

-----  
The following changes shall become part of the Request for Proposals for RFP #2017-013-  
TELECOMMUNICATIONS, DATA AND INTERNET SERVICES.

RFP OPENING DATE: FEBRUARY 20, 2017 @ 3:00 P.M.

**CHANGES:** Addition of line item "Fire Department – PRI" on APPENDIX C.

**REPLACE:** APPENDIX C – QUOTATION PAGE/BID FORM – PRICING with the revised form.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX  
BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO  
[lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com). PLEASE INCLUDE THIS FORM IN YOUR PROPOSAL.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes,  
Purchasing Agent at (956) 388-1895.

  
\_\_\_\_\_  
Lorena Fuentes, Purchasing Agent

**APPENDIX C.  
QUOTATION PAGE/BID FORM – PRICING**

City wants to control data speeds at each location.

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall 415 W. University Dr.	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		10Gbps		
Solid Waste Mgmt. 8601 N. Jasman Rd	Fiber Service w/Ethernet on Demand Bandwidth	500Mbps		1Gbps		
Police Department 1702 S. Closner Blvd	Fiber Service w/Ethernet on Demand Bandwidth	100Mbps		1Gbps		
Service Center 1201 N. Doolittle Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Parks & Recreation 315 E. Palm Dr.	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
World Birding Center 714 S. Raul Longoria Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Edinburg Airport 1300 E. FM 490	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Boys & Girls Club 702 Cullen St	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
City Hall	PRI					
Police Dept	PRI					



City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
Solid Waste Mgmt.	PRI					
Fire Department	PRI					
Police Dept	T1 Internet	3Mbps		3Mbps		
Fire Dept	T1 Internet	3Mbps		3Mbps		
City Hall – Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		
City Hall – Guest Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		

Total Cost - Minimum Requested	
Total Cost - Maximum Preferred	

**RFP # 2017-013 - TELECOMMUNICATIONS DATA AND INTERNET SERVICES  
PROPOSAL ACCEPTANCE AND AGREEMENT**

**THIS AGREEMENT** is entered into by and between City of Edinburg ("customer") address at 415 W. University Drive, Edinburg, Texas 78540 and Smartcom Telephone, LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Data and Internet Services. Smartcom reserves the right to refuse service.

**SERVICE TO BE PROVIDED.** Smartcom, under the terms of this agreement will provide to Customer Data and Internet Services as listed under Services below:

Services	Location Name	Address	Monthly Cost
See Appendix C for Price Summary.			

*Plus applicable regulatory fees and surcharges*

**TERMS OF THE AGREEMENT.** This Agreement shall be in effect for an initial term of thirty-six (36) months, commencing on June 1, 2017 through May 30, 2020 with a voluntary extension for two (2) additional twelve (12) month terms, unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

**CHANGES TO SERVICE.** A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

**PAYMENT SCHEDULE.** At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

**RETURNED CHECKS:** A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

**APPROPRIATE USE.** Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

**INTERNET CONTENT.** Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

**SECURITY POLICY.** Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

**CUSTOMER PROVIDED EQUIPMENT** (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation..

**INSTALLATION.** Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

**SERVICE DELIVERY.** Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

**SERVICE CALLS.** If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

**DELAY.** Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

**CONSEQUENTIAL DAMAGES.** Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

**EARLY TERMINATION.** Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

**NON-APPROPRIATIONS.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this

Revised 01/2013

Customer's Initials: \_\_\_\_\_

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1247 (fax)

Page 2

Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

**ATTORNEY'S FEES.** If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

**SEVERABILITY.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**NO IMPLIED WARRANTIES.** The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

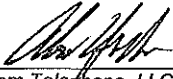
The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

**FORCE MAJEUR:** Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

**VENUE.** In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Customer Signature

  
\_\_\_\_\_  
Smartcom Telephone, LLC. Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Alan Yoder  
Printed Name

\_\_\_\_\_  
415 W. University Drive  
Billing Address

\_\_\_\_\_  
600 Ash Avenue  
Address

\_\_\_\_\_  
Edinburg TX 78540  
City State Zip Code

\_\_\_\_\_  
McAllen TX 78501  
City State Zip Code

\_\_\_\_\_  
Billing Telephone Number

\_\_\_\_\_  
956-687-7070  
Telephone

## APPENDIX C.

## QUOTATION PAGE/BID FORM – PRICING

Contract No: COEDIN-17-C-0002

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall, 415 W. University Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	Included	10Gbps	Included	
Solid Waste Mgmt, 8601 N. Jasman Rd	Fiber Service w/Ethernet on Demand Bandwidth	500Mbps	\$ 499.00	1Gbps	\$ 549.00	\$ -
Police Department, 1702 S. Closner Blvd	Fiber Service w/Ethernet on Demand Bandwidth	100Mbps	\$ 399.00	1Gbps	\$ 549.00	\$ -
Service Center, 1201 N. Doolittle Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ -
Parks & Recreation, 315 E. Palm Dr	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ -
World Birding Center, 714 S. Raul Longoria Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ -

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
Edinburg Airport, 1300 E. FM 490	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ -
Boys & Girls Club, 702 Cullen St	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ -
City Hall	PRI		\$ 329.00		\$ 329.00	\$ -
Police Dept	PRI		\$ 329.00		\$ 329.00	\$ -
Solid Waste Mgmt	PRI		\$ 329.00		\$ 329.00	\$ -
Fire Department	PRI		\$ 329.00		\$ 329.00	\$ -
Police Dept	T1 - Internet	3Mbps	\$ 149.00	3Mbps	\$ 149.00	\$ -
Fire Dept	T1 - Internet	3Mbps	\$ 149.00	3Mbps	\$ 149.00	\$ -
City Hall – Internet Service	Fiber	1Gbps Up/Down	\$ 1,699.00	1Gbps Up/Down	\$ 1,699.00	\$ -
City Hall – Guest Internet Service	Fiber	1Gbps Up/Down	\$ 1,699.00	1Gbps Up/Down	\$ 1,699.00	\$ -
<b>Total Cost - Minimum Requested</b>			<b>\$ 7,805.00</b>			
<b>Total Cost - Maximum Preferred</b>					<b>\$ 8,355.00</b>	

Plus applicable regulatory fees and surcharges



**COPY**

SMARTCOM TELEPHONE, LLC.

Friday, February 17, 2017

Smartcom Telephone, LLC.  
600 Ash Avenue  
McAllen, TX 78501  
956-687-7070

Lorena Fuentes, Purchasing Agent  
City of Edinburg  
C/o City Secretary Department (1<sup>st</sup> Floor)  
Edinburg, TX 78541

**RE: City of Edinburg, RFP 2017-013 - TELECOMMUNICATIONS DATA AND INTERNET SERVICES**

Ms. Fuentes,

Smartcom Telephone, LLC. is pleased to submit a response to RFP 2017-013 -  
TELECOMMUNICATIONS DATA AND INTERNET SERVICES.

Smartcom is a local company based out of McAllen, Texas. We have telecommunication facilities collocated in central offices in most Rio Grande Valley cities, including Corpus Christi and Laredo.

Smartcom provides services to over 30 School Districts, Cities and public libraries throughout South Texas. Services to existing Customers include Basic Telephone, Long Distance, high speed Internet Access, Metro Ethernet, Ethernet Private Lines (EPL) and Point-to-Point Fiber Circuits.

Smartcom employees all personnel to complete the project requested in this RFP. The team will include a Contact Project Manager, Robert Sanchez, Outside Plant Manager, Rolando Alejandro, and Provisioning Manager, Steve Moghadam.

Smartcom has provided pricing for elements of the RFP 2017-013 - TELECOMMUNICATIONS DATA AND INTERNET SERVICES to include Primary Rate Interface (PRI), T-1 Circuits, Internet Access, and Fiber Service w/Ethernet on Demand Bandwidth.

Please feel free to call me if you have any questions. My direct line is 956-213-1274. My fax number is 956-213-1203. You can also e-mail me [rsanchez@smartcomtelephone.com](mailto:rsanchez@smartcomtelephone.com).

Regards,  
Robert Sanchez  
K-12 Account Specialist



SMARTCOM TELEPHONE, LLC

## CITY OF EDINBURG

**RFP # 2017-013**

**TELECOMMUNICATIONS DATA AND INTERNET SERVICES**

**Due Date: Monday, February 20, 2017**

**Time: 3:00 PM**

**Submitted to:**

City of Edinburg  
415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)  
Edinburg, Texas 78541

**Submitted by:**

Robert Sanchez  
rsanchez@smartcomtelephone.com  
Government and Education Specialist  
Smartcom Telephone, LLC  
600 Ash Avenue  
McAllen, Texas 78501



## Executive Summary

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Smartcom Telephone, LLC. is pleased to submit its proposal for implementation of the Telecommunications, Data and Internet Services RFP #2017-013. The objective of this proposal is to indicate the project's complexity and the ability for Smartcom Telephone to deliver a solution that is cost effective and reliable to the City of Edinburg.

Smartcom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by Smartcom.

Our deep industry knowledge and vast implementation experience in South Texas positions Smartcom Telephone to confidentially deliver the desired results to The City of Edinburg. Having implemented some of the largest Telecommunications, Data and Internet Services to the Rio Grande Valley School Districts, has setup Smartcom as local competitive leader in South Texas.

A team of over 30 employees composed of dedicated Engineers, Sales, Managers and Support staff will be able to leverage its experience and effectively complete the project on time.

We understand the importance placed by The City of Edinburg on the selection of the services provider, that can demonstrate a capacity to implement this complex project as outlined in the RFP request. Leveraging our vast experience with other Cities and School Districts, Smartcom Telephone has implemented and completed 100% of all projects on time.

### **Project Background:**

Smartcom plans to implement/install 7 Fiber Circuits in City Offices throughout the City, 1Gbps Internet Access with bundled transport at City Hall, 1 Internet Access Fiber Circuit for guests access with bundled transport at City Hall, 5 Primary Rate Interface (PRI) in City Offices throughout the City and 2 DS1-T1 in two Offices over a period of 3 months.

### **Implementation plan will be in Stages:**

**First stage:** All site surveys will be concluded one week after contract are signed. Smartcom will schedule any work that will not require AEP, City or TXDOT permits after surveys are complete. The work will include boring and placing conduit if required to access the facility from the property ROW and fiber installation from the ROW to the site D-marc. Time schedule week 1-3.

**Second stage:** All require documentation for the permit process will submitted once site surveys are complete. This process usually takes about 30 to 40 days for permit approval. All work/construction not requiring a permit will be concluded during this time. Time Schedule weeks 4-6

**Third stage:** Aerial crews will begin the fiber construction throughout the fiber routes engineered by our staff. Smartcom will handoff sites to Customer for testing as they are completed beginning with sites where our fiber is already in place. Smartcom will also begin installing Smartcom owned equipment to deliver the services at this time. Time Schedule weeks 5-9.

## Executive Summary

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**Fourth stage:** Smartcom will complete all fiber construction during this stage. The fiber construction completed during this time will be turn over to the customer for testing. Customer will be able to go live during this stage. Time Schedule weeks 10-12.

In the last 6 years Smartcom has increased its fiber assets throughout The City of Edinburg. Because of these assets, a large part of the fiber construction required to complete the project is already in place or close to the facilities listed in this RFP. This will afford Smartcom Telephone the opportunity to complete the project on time.



The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, February 20, 2017**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

**RFP #2017-013**  
**TELECOMMUNICATIONS, DATA AND INTERNET SERVICES**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).

Hand Delivered RFP'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **120** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

## TELECOMMUNICATIONS, DATA AND INTERNET SERVICES

### PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

### INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

### SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, One (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

#### Hand Delivered RFP'S:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

#### If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

#### If Mailing RFP's:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

### TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 120 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

### RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

### ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

### AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

### NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

### **STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

### **ALTERATIONS/AMENDMENTS TO RFP**

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

### **NO RESPONSE TO RFP**

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

### **LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

### **PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

### **SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for TELECOMMUNICATIONS, DATA AND INTERNET SERVICES as specified.

### **RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

### **INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

### **VERBAL THREATS**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## **CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

## **JURISDICTION**

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **VENUE**

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

## CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## TERMINATION OF CONTRACT

(28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

## RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, February 20, 2017 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP 2017-013 for **"TELECOMMUNICATIONS, DATA AND INTERNET SERVICES"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

### Hand Delivered RFP's:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

### If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

### If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

## ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

## RFP PREPARATION COSTS

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

## EQUAL EMPLOYMENT OPPORTUNITY

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and

amendments, except as permitted by said laws.

**AUTHORIZATION TO BIND RESPONDENT TO RFP**

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.



## 1. INTRODUCTION

### 1.1 PURPOSE OF THE RFP

The City of Edinburg is seeking services from qualified vendors experienced in providing **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet City of Edinburg's **TELECOMMUNICATION, DATA AND INTERNET SERVICES** needs in the most cost effective and efficient manner.

This RFP provides the requirements and evaluation criteria. The City of Edinburg requests detailed responses from all prospective Vendors, including pricing and service descriptions, in a specified format. The City of Edinburg will conduct a review of the responses received from this RFP.

### 1.2 EXISTING NETWORK INFRASTRUCTURE

The City of Edinburg currently has twenty (20) facility locations part of the City Wide Area Network (WAN) including City Hall. All twenty locations have an assigned IP subnet and configured VLANs for the City network. Seven (7) City locations are currently on the AT&T Switched Ethernet (ASE) service. The following City locations are using the ASE services with the assigned bandwidth speeds (See Appendix D "City of Edinburg ASE Wide Area Network Diagram):

- |                           |         |
|---------------------------|---------|
| • City Hall:              | 250Mbps |
| • Police Department:      | 50Mbps  |
| • Service Center:         | 50Mbps  |
| • World Birding Center:   | 10Mbps  |
| • Solid Waste Management: | 50Mbps  |
| • Airport:                | 5Mbps   |
| • Parks and Recreation    | 50Mbps  |

The City of Edinburg also uses Fiber Managed Internet Services (MIS) of 100Mbps from Smartcom Telephone for providing internet access for all City locations. A Fiber MIS of 50Mbps from Smartcom Telephone is also used for Guest Internet Services. T1s are used as backup internet service for the Police and Fire Departments.

### 1.3 EXISTING PHONE INFRASTRUCTURE

The City currently uses Cisco Unified Computing System (UCS) version 10.5 as the main voice system at City Hall and seventeen (17) offsite city facilities. Two (2) separate city facilities currently use Cisco Callmanager Express (CME) systems. There are approximately 450 IP phones located throughout all City facilities. Public Rate Interface (PRI) circuits are used for telecommunication services at City Hall, Solid Waste Management, Police Department and Fire Department locations. The remaining city locations use analog telephone lines connected to the network equipment by way of Foreign Exchange Office (FXO) router modules for local dial tone.

## **2. SCOPE OF WORK**

### **2.1 OVERVIEW**

The City of Edinburg is seeking proposals for **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet the City's voice and data communication services needs in the most cost effective and efficient manner. The quantities described in this RFP are a guideline to allow vendors to submit their best proposal that meets the City's needs at the best cost and is deemed most advantageous to the City of Edinburg. The City of Edinburg shall not be obligated to purchase any particular quantity of services detailed herein. A list of the City's current **TELECOMMUNICATION, DATA AND INTERNET SERVICES** are included in Appendix B.

### **2.2 VOICE SERVICES REQUESTED**

The list of City of Edinburg's sites in need of Telecommunication services is set forth in Appendix C.

The following specific services are requested by category:

- Local Toll: the ability to effectively and efficiently make and receive telephone calls in your immediate geographic area.
- In-State: the ability to effectively and efficiently make and receive telephone calls outside of the immediate geographic area but within the State of Texas.
- State-to-State: the ability to effectively and efficiently make and receive domestic calls.
- International: the ability to effectively and efficiently make and receive calls with specified countries outside of the United States (currently Mexico).

### **2.3 DATA COMMUNICATION SERVICES REQUESTED**

The list of the City of Edinburg's sites in need of data and internet services is set forth in Appendix C.

### **2.4 CURRENT SERVICES PROVIDERS**

- Telecommunications Services: SmartCom Telephone
- Data Services - AT&T
- Managed Internet Services - SmartCom Telephone
- Long Distance - DIR (Department of Information Resources) The City of Edinburg is not looking to make any changes on this service.

### **3. GENERAL TERMS AND CONDITIONS**

This RFP is not a contract offer. Receipt of a proposal neither commits the City of Edinburg to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. The City of Edinburg reserves the right to contract with a Vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The City of Edinburg reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to the RFP specifications are met.

Products and services which are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.

#### **3.1 COST OF PROPOSALS**

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

#### **3.2 RIGHT OF REJECTION**

The City of Edinburg will review the proposals for compliance with the procedural requirements set forth in this RFP and will reject any proposal that fails to meet the minimum bid requirements. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by the City of Edinburg at its discretion. The City of Edinburg reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The City of Edinburg may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. In addition, the City of Edinburg reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of the City of Edinburg.

#### **3.3 INSURANCE REQUIREMENTS**

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix G which may arise out of or result from the Vendor's operations under the contract, whether such operations performed by the Vendor or subcontractor or by anyone directly employed by the Vendor. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

#### **3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, Vendor certifies that neither him nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

#### **3.5 STATEMENT OF CONFIDENTIALITY**

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the Freedom of Information Act. In accordance with the Act, certain information is subject to public disclosure. Please be advised that should Vendor deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

#### **3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)**

The successful Vendor(s) will be advised of selection by the City of Edinburg through the issuance of a notification of award letter via email. Any notification of the selection of the successful Vendor(s) shall have no legal effect unless

and until the parties negotiate a mutually acceptable agreement.

### **3.7 PROPOSED TERMS OF CONTRACT**

The City of Edinburg is requesting that the selected Vendor enter into a three (3) year contract with the option to extend the contract on an annual basis if determined to be most advantageous for the City of Edinburg. The contract shall begin on a mutually agreed upon date between the City of Edinburg and the successful Vendor, which should be after the Proposal and Agreement gets approved by the City of Edinburg City Council and has been reviewed and approved by the City Legal Attorney and can be extended on an annual basis for a maximum of two (2) years at the sole discretion of the City of Edinburg.

### **3.8 SECURITY AND CLEARANCES**

All personnel (Vendors and subcontractors) that will be working on this project at the City of Edinburg sites must observe all security and safety procedures of the facility and must secure all record checks required by law.

### **3.9 ADDITIONAL INFORMATION FOR THE PROVIDERS**

The City of Edinburg reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s)

### **3.10 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any supplier orally.

### **3.11 CONTRACT TYPE**

The contract resulting from this solicitation will be a fixed-price contract.

### **3.12 PAYMENT TERMS**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item pricing on the Purchase Order and made within thirty (30) days after the date of the invoice.

The City of Edinburg reserves the right to reduce or withhold contract payment in the event that Vendor does not provide the City of Edinburg with all required deliverables within the time frame specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract.

### **3.13 RFP REVISIONS**

Should it become necessary to revise any part of this RFP, addenda will be posted on the City website. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to the City of Edinburg's website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### **3.14 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at City of Edinburg - City Hall no later than **3:00**

**PM, February 20, 2017.** Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. Any proposal received after the submission deadline, no matter what the reason, will be returned unopened.

### **3.15 DURATION OFFER**

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

### **3.16 TERMS AND CONDITIONS**

Any contract entered into in connection with this solicitation shall be subject to these General terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Edinburg shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City of Edinburg may find said Vendor in default.

## **4. PROPOSAL FORMAT**

### **4.1 GENERAL**

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the City of Edinburg. The City of Edinburg reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The city of Edinburg reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City of Edinburg. The proposal is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

### **4.2 PROPOSAL FORMAT**

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

#### **4.2.1 COVER LETTER**

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

#### **4.2.2 EXECUTIVE SUMMARY**

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor's ability to provide the products and services required in this RFP.

#### **4.2.3 COMPANY BACKGROUND AND HISTORY**

Describe experience of firm in general providing consulting/professional services.

Describe relevant services carried out in the last five (5) years which illustrate firm's experience as it relates to this RFP.

#### **4.2.4 EVIDENCE OF RESPONSIBILITY**

Vendors shall submit, with their proposal, all necessary evidence showing their financial resources; experience in the type of work being required by the City of Edinburg; organization available for the performance of the work, and any other required evidence of qualifications to perform. The City of Edinburg shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Proposal.

#### **4.2.5 PROJECT APPROACH / MANAGEMENT**

Please include the following information in the section:

Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. Since the City of Edinburg's current contract come to End of Term in May 2017, the City of Edinburg would need to receive its new contracted services as soon as possible once a signed contract is in force. Describe your implementation plan and schedule, including a detailed timeline and milestones.

Include a description of how the project team will be structured, its roles and responsibilities and location

within the company's organizational framework.

Proposals submitted must also address how the Vendor will ensure that the City of Edinburg will receive accurate invoicing within sixty (60) days of the term commencement date. Vendors shall describe their responsibilities, as well as the City of Edinburg's in regard to the conversion of any existing telecommunications infrastructure, if applicable.

#### **4.2.6 SERVICES AND COST PROPOSAL**

**SERVICES PROPOSAL** – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFQ.

- **SERVICE LEVELS PROVIDED**

Provide standard installation time frames, responses to issues, escalation procedures and restoration time periods for all services proposed.

- **SERVICES**

Provide responses to the following questions and requests for information:

- Is the designated vendor representative assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
- Is 24-hour customer service included? If so, please provide methods of access.
- What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 pm) and/or 24/7? Please provide detailed information.
- Do you have a local office for service? Will the City of Edinburg's account team be located within the county for the duration of the contract and after?
- Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
- What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?
- All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Edinburg, upon expiration or termination of this agreement.
- As part of the Proposal response, the City of Edinburg is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that the City of Edinburg can better determine the final installed number of services for fiscal year 2016-2017. The City of Edinburg will not be charged separately for this binding post inventory document.

- **NETWORK CAPABILITIES**

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability, redundancy and fault tolerance.

**COST PROPOSAL** - Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services, if applicable.

The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.

All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.

Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe: For billing errors identified by the City of Edinburg, vendor will provide adjustment of charges within two billing cycles of notification.

Contractor must provide policy regarding the issuing of credits.

#### **4.2.7 REFERENCES**

Include five (5) references for customers of similar scope and size as requested by the City of Edinburg. This reference list shall include the following information:

Organization Name

Customer Contact – name, title and contact information

Address

Date of work performed

Brief description of work performed

#### **4.2.8 EXCEPTIONS TO THE RFP**

Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

#### **4.2.9 COPIES**

One (1) original and two (2) copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

#### **4.2.10 REQUIRED ATTACHMENTS**

### **5. EVALUATION AND SELECTION PROCEDURE**

#### **5.1 EVALUATION COMMITTEE**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to the City of Edinburg, considering price and technical factors set forth herein. The City's evaluation committee will make the final determination about acceptability of proposals.

#### **5.2 EVALUATION PROCESS**

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via



teleconference or may take the form of questions to be answered by the Vendors and conducted by mail or e-mail at the discretion of the City of Edinburg. During the evaluation process, the evaluation committee may request technical assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the City of Edinburg.

Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of the City of Edinburg, the City may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the City of Edinburg considering both price and technical factors set forth in this RFP.

### **5.3 EVALUATION CRITERIA**

The Evaluation committee will evaluate the technical proposals using the criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

Total maximum score is 100 points. Award is to the highest scoring Vendor.

The City of Edinburg evaluates and weighs the follow criteria when evaluating Vendor's responses. These standards are listed in descending order of importance.

<b>Evaluation Criteria</b>	<b>Weight</b>
Cost effectiveness of service	40 points
Vendor proposal meets minimum specifications	20 points
Comprehensive implementation plan designed to minimize disruption of business activities and to ensure business continuity	15 points
References, experience and capabilities of Vendor	25 points

**APPENDIX A.  
SPECIAL TERMS AND CONDITIONS**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Edinburg shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City may find said Vendor in default.

**1. REQUEST FOR PROPOSALS (RFP)**

a) DIRECTIONS: The City of Edinburg invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

b) DEFINITIONS: For the purpose and clarity of this document only, "City" will mean the City of Edinburg. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested Vendor, and/or contractor, proposer that responds to this RFP.

**2. GENERAL REQUIREMENTS**

a) AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of the City, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

b) TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various City offices, whichever is specified, in quantities to be determined subsequent to the award.

c) SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. However, the City of Edinburg will allow the vendors to submit pricing for each Data service for "Bandwidth Minimum Requested" and also "Bandwidth Maximum Preferred" for 1Gbps option for all City of Edinburg fiber locations. In this case, the Vendor is able to submit both requested prices. **The City of Edinburg prefers data and internet bandwidth 1Gbps Speed.** If said Vendor should submit more than one price on any items other than just specified, all prices for that item will be rejected.

Technical Questions should be addressed to:

Leo Gonzales Jr.  
Information Technology Department  
lgonzales@cityofedinburg.com  
(956) 388-8201

d) AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City of Edinburg. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

e) MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the

requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

f) **PRODUCT/SERVICE OFFERED BY THE VENDOR:** The product/service offered by the Vendor shall be the latest version of the product/service. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to the City of Edinburg a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.

g) **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the City of Edinburg, which would provide sufficient data to enable the City to judge the Vendor's compliance with the specifications.

h) **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the City of Edinburg to the specification as written. Any deviation by the awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the services and/or equipment.

i) **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City of Edinburg. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of the City, assign any of the monies payable under the contract.

### **3. PRICES**

a) **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.

b) **UNITS OF MEASURE:** Wherever the City of Edinburg indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of the City to determine whether the Vendor's price will be recalculated. The City will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.

c) **DELIVERY/INSTALLATION CHARGES:** All prices shall include all delivery/installation charges.

d) **PRICE REDUCTIONS:** The City of Edinburg reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.

e) **TAXES:** Taxes shall be excluded in the bid. The City of Edinburg is a tax exempt organization and

will supply a tax exempt certificate upon request. To receive a copy of the tax exempt certificate, vendor may contact the City Purchasing Department - Ms. Lorena Fuentes, [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com), 956-388-1895.

**4. ITEM DELIVERY**

a) **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for the City of Edinburg shall be delivered F.O.B. Destination. All deliveries of equipment that must be located inside the building, must be delivered Monday through Friday with the exception of holidays, to offices – between 8:30 a.m. and 4:00 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc. from the premises after delivery and setup of any equipment. The Awarded Vendor shall be liable for the full replacement value of any delivery item that is damaged.

**5. GUARANTEE AND WARRANTIES**

a) **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the City of Edinburg. Vendor expressly warrants that:

- The equipment to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, or representation; that this warranty shall survive acceptance and payment for the equipment; and that the Vendor will bear the cost of inspection of all equipment rejected;
- The Vendor hereby provides a warranty of authorization as to all equipment and services.

b) **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all equipment furnished by it for a period of one year from the date of acceptance, i.e. delivery and installation, unless a long period of warranty is specified in the General Terms and Conditions attached to the RFP.

c) **EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of the City of Edinburg are due to faulty design, installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or replace said equipment to the complete satisfaction of the City. These repairs and/or replacement(s) shall be made at such times as will be designated by the City to avoid any interruption to business continuity.

d) **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

**6. PROPOSAL SUBMISSION**

a) **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.

b) **SUBMISSION:** Proposals must be delivered to the City of Edinburg: Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

c) **FORMAT:** Signed proposals must be delivered in sealed packaging and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The City of Edinburg shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.

d) **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.

e) **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

f) **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and Conditions of this RFP. Such documents are required by local, state, or federal funding agencies of the City of Edinburg as part of the bidding process.

g) **PROPOSAL PREPARATION FEES:** The City of Edinburg will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.

h) **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions.

i) **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made to the City of Edinburg in accordance with the General Terms and Conditions.

j) **RIGHT TO PROTEST:** Any Vendor or Vendor who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the City of Edinburg. The protest shall be submitted in writing to the City within five (5) business days after the basis for protest is known or should have been known.

k) **CONTRACT TERMS:** The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

l) **COMMENCEMENT OF SERVICES:** The City of Edinburg shall have no obligation to pay for services performed before the contract is signed or after it ends. The City shall have no obligation to pay for services in excess of the monetary amount of the award. The City shall have no obligation to pay for services until all services are installed, tested and put into production for all City facilities. The City shall have no obligation to pay for services before a purchase order/invoice is issued.

## **7. ADDENDA**

a) **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and Conditions, inquiries are to be sent in writing to:

City of Edinburg  
Attn: Ms. Lorena Fuentes, Purchasing Agent  
415 W. University Drive  
Edinburg, Texas 78540  
[lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)  
956-388-1895

Please include in the Subject matter as, "INQUIRY" and the RFP name and number must be noted on the envelope or in the Subject field if sending inquiry by email..

b) **ISSUANCE:** Any change to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligation(s) under this RFP as amended by all addenda. All addenda so issued shall become a part of the award.

## **8. ANNULMENTS AND RESERVATIONS**

a) **RIGHT TO REJECT:** The City of Edinburg reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The City reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the City also reserves the right not to order any item(s) within the specification(s).

b) **WAIVER OF TECHNICAL DEFECTS:** The City of Edinburg reserves the right to waive technical defects, if in its judgment the interest of the City shall so require.

c) **CONTRACT RESERVATIONS:** The City of Edinburg reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The City of Edinburg materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The City of Edinburg to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or governmental restrictions, The City of Edinburg reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental action, The City of Edinburg reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

## **9. TERMINATION OF CONTRACT**

a) **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The City of Edinburg may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds or office closure(s) with thirty (30) days written notice to the Vendor. The City of Edinburg, shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

b) **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The City of Edinburg. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

## **10. CONTRACT TERMS AND CONDITIONS**

a) **SUBMISSION OF INVOICES:** Vendor agrees to accept the line item price on the purchase order/invoice as final payment. All invoices are to be submitted promptly showing: Purchase Order/Invoice number and name and address of recipient and mailed to The City of Edinburg Finance Department, P.O. Box 1079, Edinburg, Texas 78540-1079 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material/equipment to the appropriate location at the time of delivery.

b) **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with

the purchase order. Each invoice shall identify The City of Edinburg Purchase Order Number, line item number and item description(s) or services shall be listed in the same order as on the Proposal and/or Purchase Order.

c) **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.

d) **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the materials/equipment have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when materials/equipment were accepted by The City of Edinburg, then The City shall have no obligation to pay for the stale invoice(s).

e) **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of The City of Edinburg.

f) **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless The City of Edinburg and its employees from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against The City of Edinburg and their respective appointed officials and employees, arising as a result of any direct or indirect, willful, or negligent act or omission of the consultant or its employees, agents or volunteers.

g) **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall provide proof of commercial liability insurance and coverage amounts. Such insurance shall include contractual liability insurance. If applicable, Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a defined limit and provide proof of such insurance, in the event the service delivered pursuant to this RFP, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this RFP shall mean any services provided by a licensed professional.

h) **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of The City of Edinburg. Any attempt to do so without such consent shall be null and void of no effect.

i) **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

j) **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The City of Edinburg and made available by the Vendor to The City of Edinburg and/or its designated agent(s) at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulation(s).

k) **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing building, equipment, and property at The City of Edinburg offices and all material furnished by The City of Edinburg ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to The City as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

I) PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Logo of The City of Edinburg in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law and/or regulations), without the prior written consent of The City of Edinburg, which consent will not be unreasonably withheld. Purchase by The City of Edinburg of any service does not imply that The City has either adopted or endorsed the product of service, and the use by any manufacturer. Vendor, merchant or other person of the name or logo of The City of Edinburg in any advertisement that they are furnishing products or services is not authorized.



#### **4.1 GENERAL**

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the City of Edinburg. The City of Edinburg reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The city of Edinburg reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City of Edinburg. The proposal is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

#### **4.2 PROPOSAL FORMAT**

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

##### **4.2.1 COVER LETTER**

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

See Cover Letter included in this RFP response.

##### **4.2.2 EXECUTIVE SUMMARY**

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor's ability to provide the products and services required in this RFP.

##### **4.2.3 COMPANY BACKGROUND AND HISTORY**

Describe experience of firm in general providing consulting/professional services.

See Smartcom Information tab

Describe relevant services carried out in the last five (5) years which illustrate firm's experience as it relates to this RFP.

Smartcom has increased its Customer base and service areas substantially in the last 5 years. We currently provide services as it relates to this RFP to a substantial amount of our Customers. Up to 90% of the Customers include Dedicated Internet Access ranging from 100Mbps to 10Gbps, Fiber Transport Services ranging from 3 Fiber circuits to over 65 fiber circuits per Customer also ranging from 1 Mbps to 10 Gbps which translate to over 600+ miles of Smartcom owned fiber in the South Texas/Rio Grande Valley region.

As previously mentioned, Smartcom employees all personnel required to complete The City of Edinburg project from end to end. We have on staff boring crews, excavation crews, aerial installation crews, etc.

All of Smartcom Managers that will be involved in The City of Edinburg project if awarded, have 10 to 20 years of experience in their field.

##### **4.2.4 EVIDENCE OF RESPONSIBILITY**

Vendors shall submit, with their proposal, all necessary evidence showing their financial resources; experience in the type of work being required by the City of Edinburg; organization available for the

performance of the work, and any other required evidence of qualifications to perform. The City of Edinburg shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Proposal.

Smartcom Telephone, LLC. is a privately held corporation and is certified by the Texas Public Utility Commission (PUC) as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. Financial records were provided to the PUC up on Certification approval.

As for the availability for the performance of the work, please see Section 4.2.3 Company Background and History.

#### **4.2.5 PROJECT APPROACH / MANAGEMENT**

Please include the following information in the section:

Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. Since the City of Edinburg's current contract come to End of Term in May 2017, the City of Edinburg would need to receive its new contracted services as soon as possible once a signed contract is in force. Describe your implementation plan and schedule, including a detailed timeline and milestones.

Include a description of how the project team will be structured, its roles and responsibilities and location within the company's organizational framework.

Proposals submitted must also address how the Vendor will ensure that the City of Edinburg will receive accurate invoicing within sixty (60) days of the term commencement date. Vendors shall describe their responsibilities, as well as the City of Edinburg's in regard to the conversion of any existing telecommunications infrastructure, if applicable.

Over the last 5 years, Smartcom has built a substantial fiber infrastructure throughout the City of Edinburg. Because of this inventory, fiber construction will be minimal. As a matter of fact, a few of sites listed in this RFP Smartcom already has fiber services in the facility (PRIs and Fiber Services). Our only time constraint is the permit process for those sites where Smartcom services do not already exist. All in all, Smartcom is committed to complete the project by the latter part if May if not earlier as specified

##### Implementation plan will be in stages.

First stage: All site surveys will be concluded one week after contract are signed. Smartcom will schedule any work that will not require AEP, City or TXDOT permits after surveys are complete. The work will include boring and placing conduit if required to access the facility from the property ROW and fiber installation from the ROW to the site D-marc. Time schedule week 1-3.

Staff: Rolando Alejandro, Outside Plant Manager  
Robert Sanchez, Project Manager  
Alan Yoder, Engineering

Second stage: All require documentation for the permit process will submitted once site surveys are complete. This process usually takes about 30 to 40 days for permit approval. All work/construction not requiring a permit will be concluded during this time. Time Schedule weeks 4-6

Staff: Rolando Alejandro, Outside Plant Manager  
Robert Sanchez, Project Manager  
Daniel Chapa: Fiber CAD/Permits  
Oscar Aguirre: Level III provisioning  
Alan Yoder, Engineering

Third stage: Aerial crews will begin the fiber construction throughout the fiber routes engineered by our staff. Smartcom will handoff sites to Customer for testing as they are completed beginning with sites where our fiber is already in place. Smartcom will also begin installing Smartcom owned equipment to deliver the services at this time. Time Schedule weeks 5-9.

Staff: Rolando Alejandro, Outside Plant Manager

Robert Sanchez, Project Manager

Daniel Chapa: Fiber CAD/Permitting

Oscar Aguirre: Level III provisioning

Justin Luna: Hardware Installation/Fiber Splicing

Alan Yoder, Engineering

Fourth stage: Smartcom will complete all fiber construction during this stage. The fiber construction completed during this time will be turn over to the customer for testing. Customer will be able to go live during this stage. Time Schedule weeks 10-12.

Staff: Robert Sanchez, Project Manager

Oscar Aguirre: Level III provisioning

Justin Luna: Hardware Installation/Fiber Splicing

Steve Moghadam: Chief Technology Officer

Alan Yoder, Engineering

Invoicing will be based on pricing set by this RFP response. Pricing information will be set up by the sales Project Manager and forwarded to billing. After the first billing cycle, all billing will be reviewed the project manager for accuracy. The City of Edinburg can address issues if any at this time.

If awarded, the Project Manager will hold a kickoff meeting with the IT Director to discuss conversion of any existing telecommunications infrastructure, if applicable. Based on the requested services, Smartcom will deliver all services via a 1Gbps circuit with the exception of the City Hall. If 1Gbps Ethernet transport is chosen services, City Hall will require an available 10Gbps for transport services back to its Core.

#### **4.2.6 SERVICES AND COST PROPOSAL**

SERVICES PROPOSAL – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFQ.

- **SERVICE LEVELS PROVIDED**

Provide standard installation time frames, responses to issues, escalation procedures and restoration time periods for all services proposed.

Please see section 4.2.5 for installation time line. Please see Internet Access SLA and Ethernet Private Line (EPL) SLA for response to issues, escalation procedures and restoration time periods for all services.

- **SERVICES**

Provide responses to the following questions and requests for information:

- Is the designated vendor representative assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.

Project Manager: Robert Sanchez. He will coordinate all aspects of the account

maintenance and problems.

Support Staff:

Outside Plant Manager: Rolando Alejandro

Engineering/Provisioning: Steve Moghadam

Provisioning: Oscar Aguirre

- Is 24-hour customer service included? If so, please provide methods of access.

Yes, See Internet Access SLA and Ethernet Private Line (EPL) SLA

- What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 pm) and/or 24/7? Please provide detailed information.

Smartcom Telephone actively monitors all connections for both connectivity and communications. On-duty network operations staff are given both visual and audible notification of alarm events. Additionally, broadcast notifications via both e-mail and SMS messaging are sent to both on-duty and on-call Personnel 24-hours a day. Pro-active testing is commenced on any circuit that is down for more than 5 minutes or has had multiple outages within a given period of time. The customer is then contacted and notified of our findings, provided that customer submits a list of contact names, telephone numbers and email address. Appropriate corrective measures are taken after that point if needed.

Internet Access SLA and Ethernet Private Line (EPL) SLA

- Do you have a local office for service? Will the City of Edinburg's account team be located within the county for the duration of the contract and after?

Smartcom Telephones sales and support team is located in McAllen, TX

- Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

For Adds, Moves, Changes, or billing questions: Contact - Robert Sanchez direct line 956-213-1274.

For escalation of unresolved account issues:

In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. The contact list for escalation is as follows:

Level 1: Smartcom Support Team at 956-687-7070 or e-mail to

[repairs@smartcomtelephone.com](mailto:repairs@smartcomtelephone.com)

Level 2: Howard Hawbaker (Phone & Transport Services)

Level 3: Steve Moghadam (IP Network & Transport services)

Level 4: Alan Yoder, President

- What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?

Smartcom will provide an online account portal for Customers to monitor 24x7 link bandwidth utilization. Smartcom will provide also 24x7 e-mail notification if requested in the event of any lost connectivity through premise based equipment See Sample Orion Monitoring

- All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Edinburg, upon expiration or termination of this agreement. Smartcom Acknowledges
- As part of the Proposal response, the City of Edinburg is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that the City of Edinburg can better determine the final installed number of services for fiscal year 2016-2017. The City of Edinburg will not be charged separately for this binding post inventory document. Smartcom will comply

#### • NETWORK CAPABILITIES

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability, redundancy and fault tolerance.

Smartcom Telephone, LLC operates out of McAllen Texas. We have a fiber-based interconnection throughout South Texas and with AT&T at their local central office located within one block of our POP. All services run on redundant -48vDC power plants that are backed up by fully auto-takeover diesel generators. Run time on batteries alone is over 24 hours. All equipment utilized is carrier grade and fully NEBS Level 3 compliant.

Building a high performance, highly resilient network requires both smart engineering and great hardware. Taking a focused look on our next-generation network allows us to demonstrate how this is done. To start, our network is built around four fully-redundant Juniper MX series routers. Each Juniper MX router has a fully-redundant fabric, routing engines, and power supplies. These routers are connected to our fully-redundant fiber optic network, which links our McAllen and Laredo, TX facility to points of presence (POPs) in all of the South Texas area. Our fiber backbone optic network has the intelligence to automatically failover in under 50 ms in the event of a fiber cut, or failed optical transceivers. This redundancy eliminates any single point of failure.

Smartcom also provides diverse located Data Centers in McAllen and Laredo, TX with cross connects on multiple diverse Tier-1 and IXC Connections from each site.

Adding to these capabilities, our Juniper MX routers provide advanced features allowing us to absorb very large DoS attacks, and also guarantee a high Quality of Service (QoS) for Enterprise Level customers.

#### **See Carrier Diverse Fiber Route Map**

Beyond the built in resiliency stated on section (a) above, Smartcom engineer's fiber resources in right-of-ways throughout WAN infrastructures for quick switchover in case of a fiber cut. All Smartcom Central Office equipment includes redundant power supplies plus cold spares for quick replacement.

In addition, Smartcom uses Ethernet Automatic Protection Switching (EAPS) protocol which

provides fast protection switching to Layer 2 switches interconnected in an Ethernet ring topology where applicable.

**COST PROPOSAL** - Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services, if applicable.

The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.

All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.

Smartcom Acknowledges

Describe available billing assistance.

Smartcom provides access to online web-based billing for review and download of PDF monthly bills.

Once the accounts are set up, Customers can visit <https://smartcom.cdg.ws> to register, login and or access their account online (eCare). Customer can also access eCare from Smartcom's URL at [www.smartcomtelephone.com](http://www.smartcomtelephone.com).

As part of the web-based online eCare, Customers are able to set up online payments, view a current balance summary, view current invoice including past invoices and payment history.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the City of Edinburg, vendor will provide adjustment of charges within two billing cycles of notification.

All issues with billing can be addressed by the Customer account manager. If issue is not resolve, customer may request to escalate using the escalation procedures stated above. Typically any errors indentified by the City or the Service Provider will be reflected on the next billing cycle.

Contractor must provide policy regarding the issuing of credits.

See Internet Access SLA and EPL SLA

#### **4.2.7 REFERENCES**

Include five (5) references for customers of similar scope and size as requested by the City of Edinburg. This reference list shall include the following information:

Organization Name

Customer Contact – name, title and contact information

Address

Date of work performed

Brief description of work performed

See References tab included in this RFP response

#### **4.2.8 EXCEPTIONS TO THE RFP**

Exceptions to the RFP: Proposers may find instances where they must take exception with certain

requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Smartcom Acknowledges

**APPENDIX B.**  
**LIST OF THE CITY OF EDINBURG OFFICES RECEIVING TELECOMMUNICATION, DATA  
AND INTERNET SERVICES**

<b>City Office</b>	<b>Street Address</b>	<b>Type of Service</b>	<b>Speed</b>
City Hall	415 W. University Drive	ASE	250Mbps
		Internet	100Mbps Up/Down
		Internet - Guest	50Mbps Up/Down
		PRI and DIDs - Full Span	
Police Department	1702 S. Closner Blvd	ASE	50Mbps
		T1 - Backup Internet	3Mbps
		PRI and DIDs - Full Span	
Solid Waste Mgmt	8601 N. Jasman Rd	ASE	50Mbps
		PRI and DIDs - Full Span	
Service Center	1201 N Doolittle Road	ASE	50Mbps
Parks & Recreation	315 E. Palm Drive	ASE	50Mbps
World Birding Center	714 S. Raul Longoria Rd	ASE	10Mbps
Edinburg Airport	1300 E. FM 490	ASE	5Mbps
Fire Department	212 W. McIntyre	T1 - Backup Internet	3Mbps
		PRI and DIDs - Full Span	



**APPENDIX C.  
QUOTATION PAGE/BID FORM – PRICING**

City wants to control data speeds at each location.

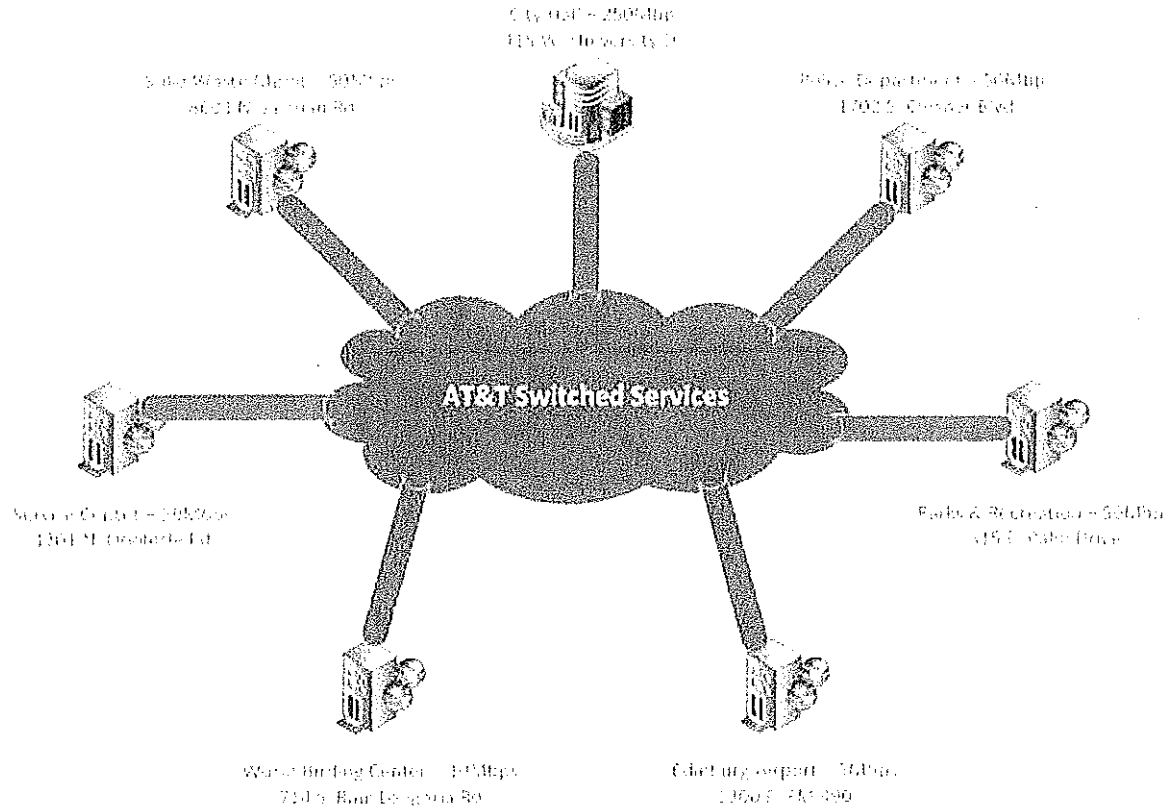
As per Addendum #1

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall 415 W. University Dr.	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	Included	10Gbps	Included	
Solid Waste Mgmt. 8601 N. Jasman Rd	Fiber Service w/Ethernet on Demand Bandwidth	500Mbps	\$ 499.00	1Gbps	\$ 549.00	\$ 0.00
Police Department 1702 S. Closner Blvd	Fiber Service w/Ethernet on Demand Bandwidth	100Mbps	\$ 399.00	1Gbps	\$ 549.00	\$ 0.00
Service Center 1201 N. Doolittle Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ 0.00
Parks & Recreation 315 E. Palm Dr.	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ 0.00
World Birding Center 714 S. Raul Longoria Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ 0.00
Edinburg Airport 1300 E. FM 490	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ 0.00
Boys & Girls Club 702 Cullen St	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ 0.00
City Hall	PRI		\$ 329.00		\$ 329.00	\$ 0.00
Police Dept	PRI		\$ 329.00		\$ 329.00	\$ 0.00

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
Solid Waste Mgmt.	PRI		\$ 329.00		\$ 329.00	\$ 0.00
Fire Department	PRI		\$ 329.00		\$ 329.00	\$ 0.00
Police Dept	T1 Internet	3Mbps	\$ 149.00	3Mbps	\$ 149.00	\$ 0.00
Fire Dept	T1 Internet	3Mbps	\$ 149.00	3Mbps	\$ 149.00	\$ 0.00
City Hall -- Internet Service	Fiber	1Gbps Up/Down	\$ 1,699.00	1Gbps Up/Down	\$ 1,699.00	\$ 0.00
City Hall -- Guest Internet Service	Fiber	1Gbps Up/Down	\$ 1,699.00	1Gbps Up/Down	\$ 1,699.00	\$ 0.00

Total Cost - Minimum Requested	\$ 7,805.00
Total Cost - Maximum Preferred	\$ 8,855.00

# **APPENDIX D. CITY OF EDINBURG ASE NETWORK DIAGRAM**



**APPENDIX E.  
STATEMENT OF VENDOR'S QUALIFICATION**

1. Legal Business Name:

Smartcom Telephone, LLC.

2. Business Office Address:

600 Ash Avenue

City, State, Zip:

McAllen, Texas 78501

Telephone Number: 956-687-7070

Fax Number: 956-213-1203

URL: www.smartcomtelephone.com

3. Business Effective Date: 10/29/1998

4. Organized Business Status:

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_ ☒ Other LLC - Limited Liability Company

5. How many years have you been engaged in the business under your present name?

19 Years

6. What other name(s) if any, has your business/company operated under and taxpayer number used: N/A

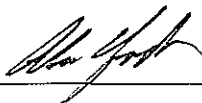
7. Please list the names of your personnel authorized to sign legal and binding Bid Documents:

Alan Yoder


The above statements must be subscribed and sworn before a Notary Public.

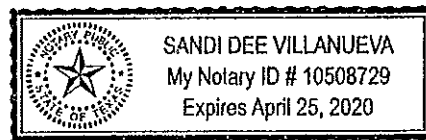
**Authorized Representative**

SIGNATURE: \_\_\_\_\_



DATE: 02/17/2017  
NAME: Alan Yoder  
TITLE: President  
EMAIL ADDRESS: ayoder@smartcomtelephone.com  
TELEPHONE NUMBER: 956-687-7070  
FAX NUMBER: 956-213-1203

Notary Public for State of Texas:  Sandi Villanueva  
My Commission Expires: 4/25/2020



## APPENDIX F. REFERENCES

1. CLIENT NAME: City of Pharr  
ADDRESS: 118 S Cage Blvd, Pharr, TX 78577  
SERVICES PROVIDED: Phone, Internet, and Fiber Circuit Services  
DATE(S) OF SERVICES: Since 2009  
CONTACT NAME & TITLE: Jason Arms, Innovation & Technology  
PHONE NUMBER: 956-402-4900  
EMAIL ADDRESS: jason.arms@pharr-tx.gov
  
2. CLIENT NAME: City of Weslaco  
ADDRESS: 255 S Kansas Ave, Weslaco, TX 78596  
SERVICES PROVIDED: Phone, Internet, and Fiber Circuit Services  
DATE(S) OF SERVICES: Since 2008  
CONTACT NAME & TITLE: Jose Pena, Information Technology Director  
PHONE NUMBER: 956-968-6253  
EMAIL ADDRESS: jpena@weslacotx.gov
  
3. CLIENT NAME: City of McAllen  
ADDRESS: 1300 Houston Ave, McAllen, TX 78501  
SERVICES PROVIDED: Phone Service and Library Internet  
DATE(S) OF SERVICES: Since 2007  
CONTACT NAME & TITLE: Hector Gonzalez, Network Security Administrator  
PHONE NUMBER: 956-681-1118  
EMAIL ADDRESS: hgonzalez@mcallen.net
  
4. CLIENT NAME: City of Harlingen  
ADDRESS: 118 E Tyler Ave, Harlingen, TX 78550  
SERVICES PROVIDED: Phone and T-1 Circuit Services

DATE(S) OF SERVICES: Since 2006

CONTACT NAME & TITLE: Sergio Mujica, MIS

PHONE NUMBER: 956-216-5033

EMAIL ADDRESS: smujica@myharlingen.us

5. CLIENT NAME: City of Hidalgo

ADDRESS: 704 E Texano Dr, Hidalgo, TX 78557

SERVICES PROVIDED: Internet, Phone, and Fiber Circuit Services

DATE(S) OF SERVICES: Since 2014

CONTACT NAME & TITLE: Rick Mendoza, IT Director

PHONE NUMBER: 956-843-7400

EMAIL ADDRESS: rick@rgvbstc.com

## APPENDIX G. CERTIFICATE OF INSURANCE COVERAGE

VENDOR NAME: See Certificate of Insurance Tab

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NUMBER: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

Type of Insurance	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date

See Certificate of Insurance Tab

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide proof of insurance coverage as shown in the General Conditions of the RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID. This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.

  
\_\_\_\_\_  
(Authorized Agent's Signature)

02/17/2017  
\_\_\_\_\_  
(Date)



**APPENDIX H. COST PROPOSAL FORM**  
(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME: Smartcom Telephone, LLC.

ADDRESS: 600 Ash Avenue

CITY, STATE, ZIP McAllen, Texas 78501

PHONE NUMBER: 956-687-7070

TO: THE CITY OF EDINBURG

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication, data and internet services to The City of Edinburg in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Printed Name: Alan Yoder Signature: 

Title: President Date: 02/17/2017

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Smartcom Telephone, LLC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>600 Ash Avenue</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>McAllen, Texas 78501</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

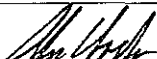
Social security number								
			-				-	
or								
Employer identification number								
7	4		-	2	8	9	7	3 1 0

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 02/17/2017

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

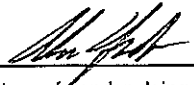
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

  
Signature of vendor doing business with the governmental entity

02/17/2017

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-164119

Date Filed:  
02/08/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Smartcom Telephone, LLC.  
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

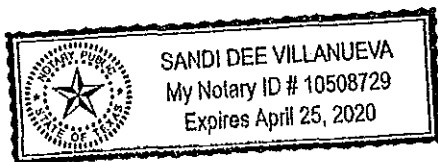
RFP # 2017-013  
Telecommunications Data and Internet Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Charles	McAllen, TX United States	X	
	Yoder, Dwight	McAllen, TX United States	X	
	Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*  
Signature of authorized agent of contracting business entity

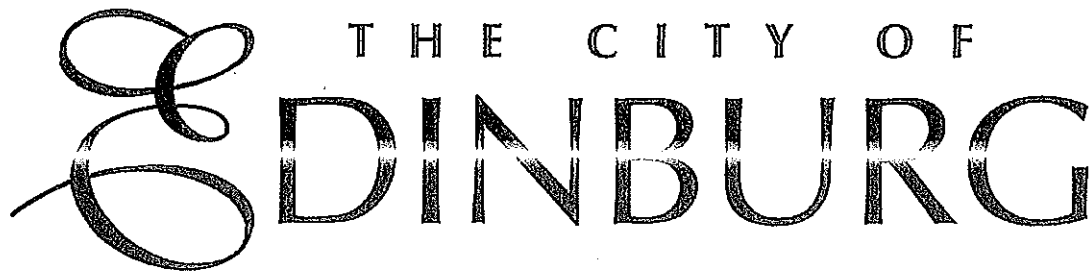
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alan Yoder, this the 17th day of February, 20 17, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Sandi Villanueva  
Printed name of officer administering oath

Notary  
Title of officer administering oath



REQUEST FOR PROPOSAL  
ADDENDUM NUMBER ONE (1)

DATE: FEBRUARY 10, 2017  
RE: RFP #2017-013 – TELECOMMUNICATIONS, DATA AND INTERNET SERVICES  
OWNER: CITY OF EDINBURG  
TO: HOLDERS OF RFP, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

-----  
The following changes shall become part of the Request for Proposals for RFP #2017-013-  
TELECOMMUNICATIONS, DATA AND INTERNET SERVICES.

RFP OPENING DATE: FEBRUARY 20, 2017 @ 3:00 P.M.

CHANGES: Addition of line item "Fire Department – PRI" on APPENDIX C.

REPLACE: APPENDIX C – QUOTATION PAGE/BID FORM – PRICING with the revised form.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX  
BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO  
[lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com). PLEASE INCLUDE THIS FORM IN YOUR PROPOSAL.

NAME: Alan Yoder  TITLE: President

COMPANY: Smartcom Telephone, LLC.

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes,  
Purchasing Agent at (956) 388-1895.

  
Lorena Fuentes, Purchasing Agent

**APPENDIX C.  
QUOTATION PAGE/BID FORM – PRICING**

City wants to control data speeds at each location.

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
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Solid Waste Mgmt. 8601 N. Jasman Rd	Fiber Service w/Ethernet on Demand Bandwidth	500Mbps	\$ 499.00	1Gbps	\$ 549.00	\$ 0.00
Police Department 1702 S. Closner Blvd	Fiber Service w/Ethernet on Demand Bandwidth	100Mbps	\$ 399.00	1Gbps	\$ 549.00	\$ 0.00
Service Center 1201 N. Doolittle Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ 0.00
Parks & Recreation 315 E. Palm Dr.	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps	\$ 379.00	1Gbps	\$ 549.00	\$ 0.00
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City Hall	PRI		\$ 329.00		\$ 329.00	\$ 0.00
Police Dept	PRI		\$ 329.00		\$ 329.00	\$ 0.00

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
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Fire Department	PRI		\$ 329.00		\$ 329.00	\$ 0.00
Police Dept	T1 Internet	3Mbps	\$ 149.00	3Mbps	\$ 149.00	\$ 0.00
Fire Dept	T1 Internet	3Mbps	\$ 149.00	3Mbps	\$ 149.00	\$ 0.00
City Hall -- Internet Service	Fiber	1Gbps Up/Down	\$ 1,699.00	1Gbps Up/Down	\$ 1,699.00	\$ 0.00
City Hall -- Guest Internet Service	Fiber	1Gbps Up/Down	\$ 1,699.00	1Gbps Up/Down	\$ 1,699.00	\$ 0.00

Total Cost - Minimum Requested	\$ 7,805.00
Total Cost - Maximum Preferred	\$ 8,855.00

Friday, February 17, 2017

#### VENDOR PROFILE:

SmartCom Telephone, LLC has been in business for 16+years. We are a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. Our customer service and billing offices are also located in McAllen, Texas. SmartCom currently employs 29+ staff members eight of them which are assigned to customer services.

SmartCom currently provides services to Public Libraries, School Districts, Cities and other business accounts across the valley. Service offering includes Telephone, Hosted VoIP, High Speed circuits [T-1s, PRI's, DS3s, Smart Fiber Circuits 1Gbps-10Gbps, etc.] See Smartcom Customer List included in this document.

SmartCom Telephone, LLC is certified by the Texas Public Utility Commission as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**). SmartCom employees staff with over sixteen (16) years of E-rate experience.

Our network is monitored 24-hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. SmartCom services level agreement response time onsite is within four (4) hours. SmartCom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, SmartCom response time is within four (4) hours next business day.

#### Future Offerings:

SmartCom is in the early deployment stages of a Gigabit Passive Optical Network ("G-PON") in Hidalgo County. In some areas, this will allow for direct fiber service to the business ("FTTB") in some areas. In others, it will support facility fiber to the node service using copper for the last-mile transport. Either method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's "U-Verse" and Verizon's "FIOS" services, neither of which is yet available in the throughout the Valley.

Texas and the Valley have not suffered the effects of the economic recession that have greatly affected the remainder of the country. However, the belt-tightening that has been required by many business and organizations has caused many managers to take a second look at SmartCom when they may not have seriously considered us before. SmartCom offers local service, local management and local ownership. From the entry-level employee to the CEO, all personnel are based right here in the Valley. This gives us a unique perspective on what goods and services the market needs. Further, SmartCom tries always to keep an eye to "what's next" in terms of products and services. Obviously, deployment of new services is directly tied to the return we can achieve on our investment. However, knowing the area and staying on the cutting-edge of technology allows us to be the proverbial "first kid on the block" to offer them.



Friday, February 17, 2017

Greetings,

Please allow this letter to serve as an introduction to our company. SmartCom Telephone is a leader in internet, data and telephone services in South Texas. Since we do very little advertising, we jokingly refer to ourselves as the best kept secret in service providers! However, our customers have a tendency to not keep it secret when they tell others of the level of service they are enjoying with us! We think you'll find that we have some very satisfied customers here in South Texas. Some of our clients include:

**Rio Grande Valley Municipal Governments:**

City of McAllen	Telephone and Internet Access Services (all city departments)
City of Harlingen	Telephone, Internet and Data Services (all city departments)
City of Pharr	Telephone, Internet and Data Services (all city departments)
City of Brownsville	Telephone Services (Public Utilities, Housing Authority)
City of Palmview	Internet Services (all city departments)
City of Alton	Telephone and Internet Services (all city departments)
City of Mission	Internet Services
City of Weslaco	Internet and Data Services (all city departments)
City of Edinburg	Telephone and Internet Services (All City Departments)

**Public School Districts & Public Libraries: (E-RATE)**

Brownsville ISD	Internet and Data Services (District Wide)
Dustin Michael Sekula Memorial Library	Telephone and Internet Services
Edcouch-Elsa ISD	Telephone, Internet Access and Data Services (District Wide)
Edinburg CISD	Telephone, Internet and Data Services (District Wide)
Hector P. Garcia Memorial Library	Internet Services
Hidalgo ISD	Telephone, Internet and Data Services (District Wide)
Hidalgo Public Library	Telephone and Internet Access Services
Jim Hogg County ISD	Telephone, Internet and Data Services (District Wide)
La Joya ISD	Data Services (District Wide)
Laredo ISD	Internet and Data Services
Laredo United	Internet Access Services
Los Fresnos ISD	Telephone, Internet Access and Data Services
McAllen Public Library	Telephone and Internet Access Services
Mid Valley Academy and Gateway Academy	Internet Access and Data Services
Mission CISD	Telephone, Internet and Data Services (District Wide)
Pharr Memorial Library	Internet Services
Pharr-San Juan-Alamo ISD	Telephone, Internet and Data Services (District Wide)
Port Isabel ISD	Telephone, Internet Access and Data Services (District Wide)
Region One Service Center	Telephone Services
Rio Hondo ISD	Telephone, Internet and Data Services (District Wide)
San Benito ISD	Telephone, Internet and Data Services (District Wide)
Sergeant Fernando De La Rosa Memorial Library	Internet Services
Sharyland ISD	Telephone, Internet and Data Services (District Wide)
South Texas ISD	Telephone, Internet and Data Services (District Wide)
Speer Memorial Library	Internet Services
Valley View ISD	Telephone, Internet and Data Services, Hosted Interconnected VoIP
Vanguard Academy	Telephone Services
Weslaco ISD	Telephone Services
Webb CISD	Telephone, Internet Access and Data Services

Higher Education:	
University of Texas Rio Grande Valley	Telephone and Data Services
Texas A&M	Telephone and Internet Access Services
South Texas College	Data Services
Rio Grande Valley Business Sector:	
AIM Media Texas (The Monitor, Valley Morning Star, Brownsville Herald, Mid-Valley Town Crier, Island Breeze)	Telephone, Internet and Data Services
MedCare EMS	Telephone and Internet Services
Holiday Inn Express (Pharr, South Padre Island, Laredo)	Telephone and Internet Services (varies by location)
Staybridge Suites (McAllen, Brownsville)	Telephone Services
La Copa Hotels (McAllen, Alamo, Mercedes, South Padre Island)	Telephone and Internet Services
La Quinta Hotels (Alamo, South Padre Island)	Telephone and Internet Services

Even with this short list, you can see that we have a wide variety of customers both in size and type. I'll be happy to provide you with contact names and telephone numbers for any or all of these customers. We would love to add your organization to our list of satisfied customers.

If you are an E-Rate-eligible entity, SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**).

#### Services:

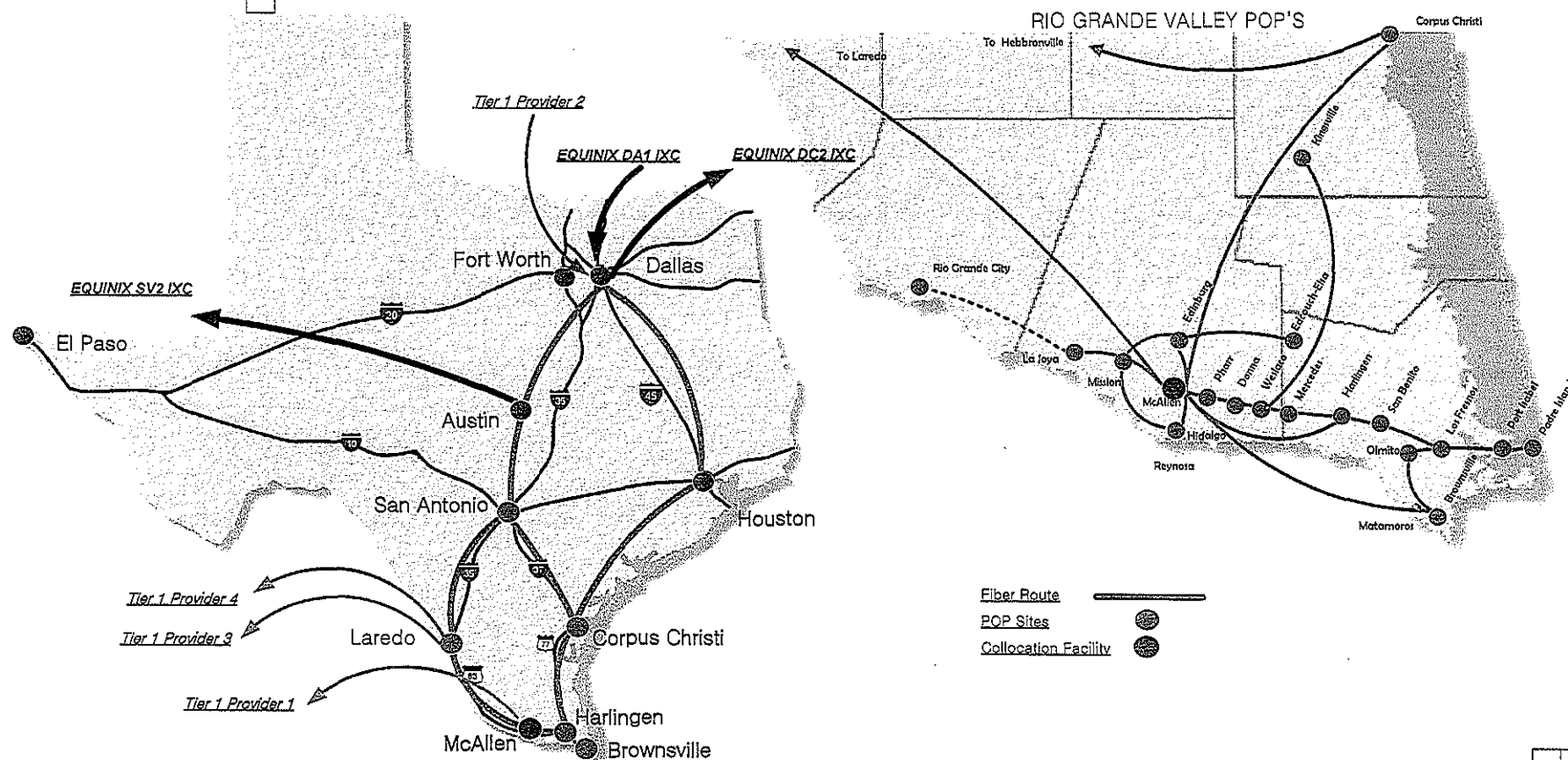
Primary Rate Interface (PRI) – High Capacity Voice Service  
 SIP Trunking (Voice)  
 Basic Telephone Services ("POTS")  
 Long Distance Telephone Services  
 MPLS Data Transport  
 Broadband Internet Services Transport (DS1, DS3, Fiber Based 1Gb, 10Gb, 20Gb)  
 PBX – PBX VoIP – Hosted VoIP – Hosted On Premise VoIP solutions

SmartCom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. In addition, we purchase redundant transport from local and other carriers to provide a more cost effective solution to our customers. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by SmartCom.

As you can tell, we get pretty excited when we get to show people what we can do. Moreover, we like showing customers that they actually **do** have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the *Smart* choice. We hope you do to!

Best regards,

Smartcom Telephone, LLC



- 24x7 Network Monitoring
- 24x7 Ticketing System and Phone Support
- Quad-homed Tier-1 connections
- Redundant 10 GigE connections

- Redundant Fiber Connectivity scalable to OC-192
- Multi-Redundant Core Routing
- Redundant UPS and redundant diesel generator backup
- Access controlled facility

- Digital video monitoring and recording
- Collocation facilities
- IPv6 Ready Network

# SmartCom

The SMART choice in  
Telephone & Data Services



Smartcom Telephone POP/Colocation Sites					
Equinix Silicon Valley SV2 Santa Clara, CA	Equinix Dallas DA1 Dallas, TX	Equinix Washington DC2 Ashburn, VA			
Smartcom NOC McAllen, TX	Smartcom POP Harlingen, TX	Smartcom POP Laredo, TX	Smartcom POP Corpus Christi, TX	Smartcom POP San Antonio, TX	

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You **DO** have a choice

on who provides you with your telephone service

....make the **SMART** choice

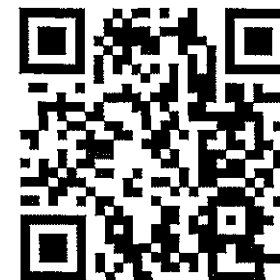
## State & Local Government

## K-12 Public Sector

**Voice & Data** - Smartcom Telephone offers plans that include both Voice and Data services. Help your growing organization save money when you combine these services.

**PRI Services** - Does your organization need more than just a few phone lines and the ability to direct dial a department? Smartcom Telephone can help! We can install PRI(s) for your organization and not only save you money but make calling easier and more efficient! Find out what Smartcom can do for you.

**Internet Access & Transport Services** - Smartcom Telephone provides Internet Access & transport data plans for the organizations that need more than just telephone lines. With our Internet Access & transport data plans, you can get your organization online at high speed services. Internet Access & Transport services at competitive rates!



Telecommunications	Internet Access & Transport Services	Networking
PRI or SIP Trunking Services	Internet Access	Data Cabling infrastructure
Basic Telephone Services	Transport to ESC1 for Internet Access	Network Hardware Infrastructure
Long Distance Services	Point to Point T-1	Data Center Infrastructure, Collocation Services
Extended Local Calling	MPLS VPN	Storage - SAN, NAS
PBX - VoIP, Hosted VoIP, Hosted On-Premise VoIP	High Speed Digital Transmission (DS3, OC3, Fiber)	Top of Rack Network Infrastructure



Reclaim Your Network



Empowered by Innovation




Dynamic Security for the Global  
Network

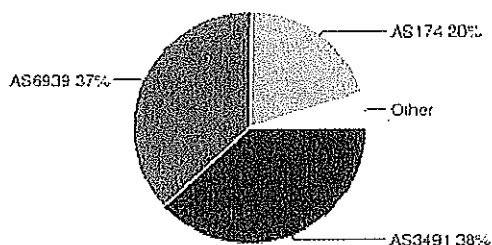


Empowered by Innovation

# BGP PEERING

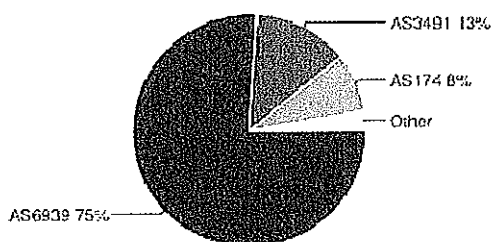
Country of Origin:	United States 
Internet Exchanges: 3	Prefixes Announced (all): 18
Prefixes Originated (all): 11	Prefixes Announced (v4): 17
Prefixes Originated (v4): 10	Prefixes Announced (v6): 1
Prefixes Originated (v6): 1	
BGP Peers Observed (all): 29	IPs Originated (v4): 19,968
BGP Peers Observed (v4): 29	AS Paths Observed (v4): 719
BGP Peers Observed (v6): 9	AS Paths Observed (v6): 224
Average AS Path Length (all): 3.459	
Average AS Path Length (v4): 3.577	
Average AS Path Length (v6): 3.080	

AS14860 IPv4 Peers



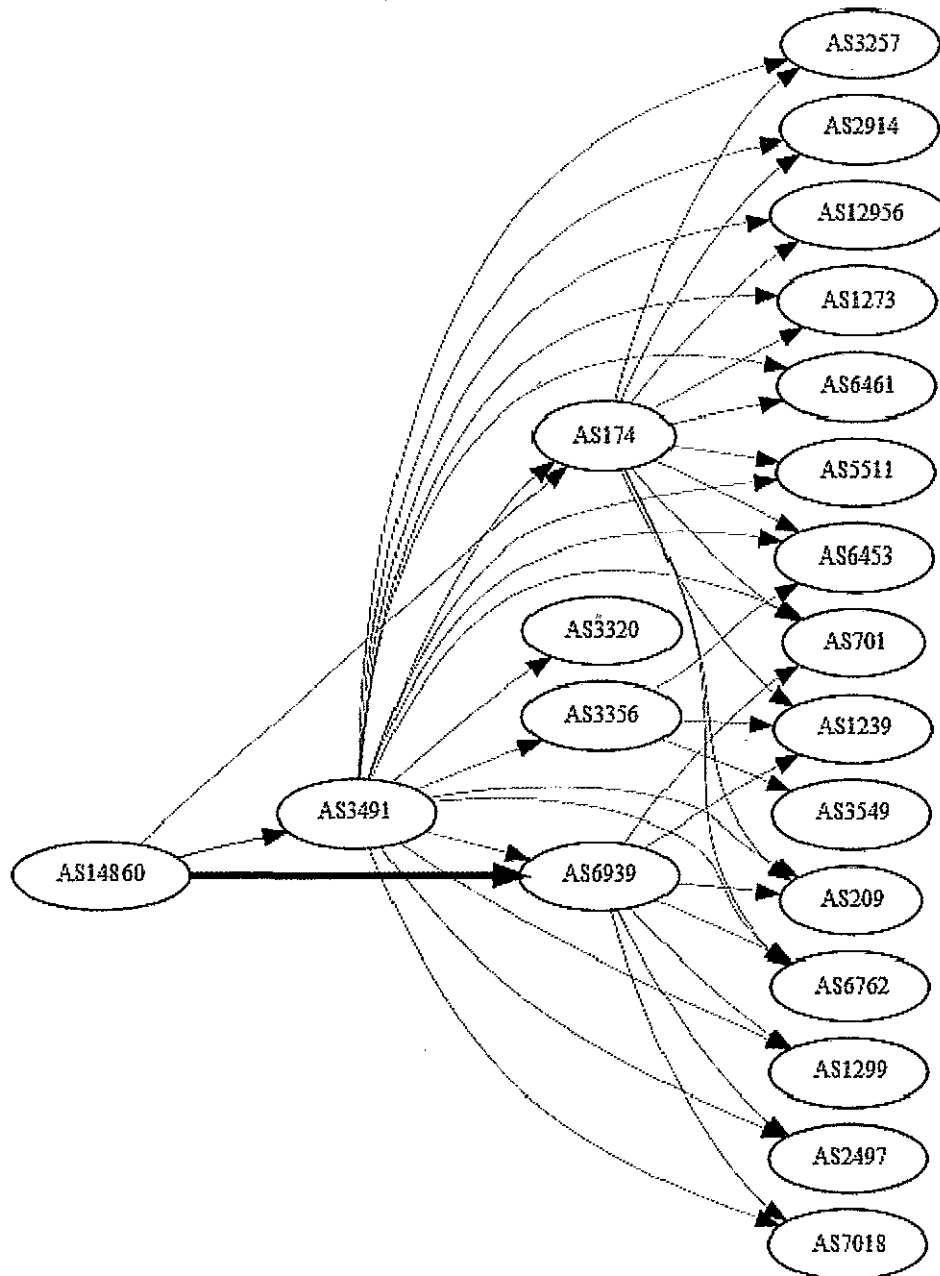
ASN	Name
AS3491	PCCW Global
AS6939	Hurricane Electric, Inc.
AS174	Cogent Communications

AS14860 IPv6 Peers

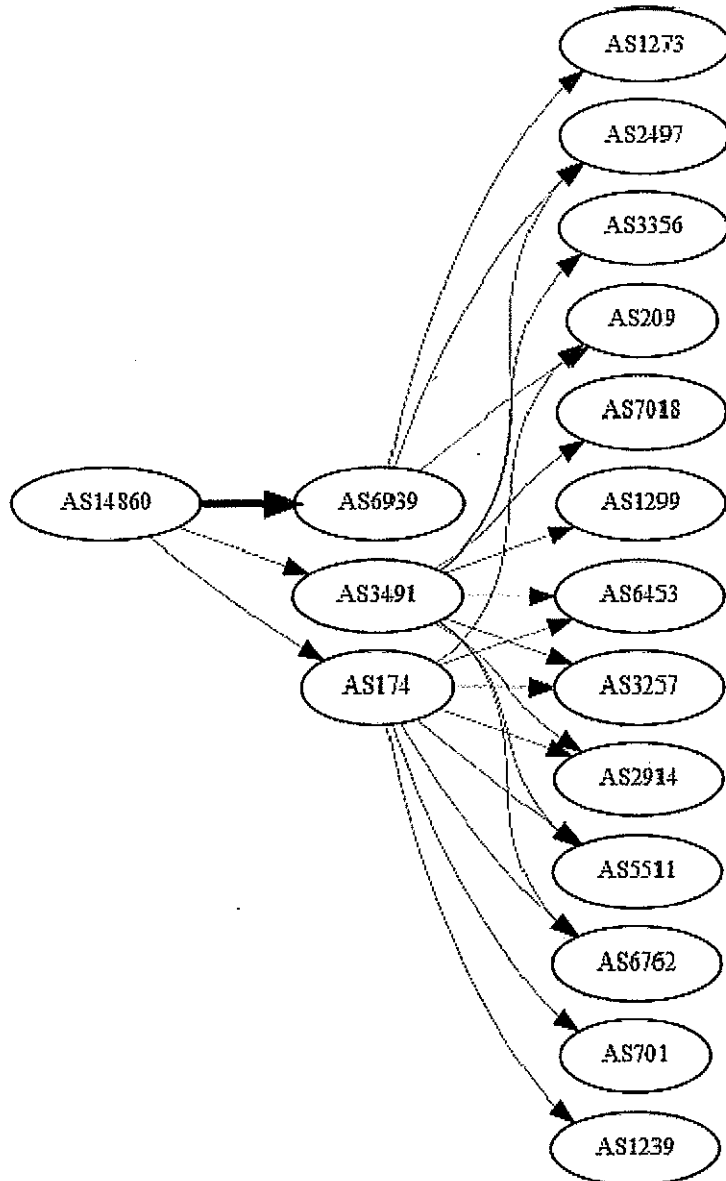


ASN	Name
AS6939	Hurricane Electric, Inc.
AS3491	PCCW Global
AS174	Cogent Communications






























### AS14860 IPv4 Route Propagation















### AS14860 IPv6 Route Propagation





Rank	Description		IPv6	Peer
1	PCCW Global		X	<a href="#">AS3491</a>
2	Hurricane Electric, Inc.		X	<a href="#">AS6939</a>
3	Cogent Communications		X	<a href="#">AS174</a>
4	ALGAR TELECOM S/A		X	<a href="#">AS16735</a>
5	IX Reach Ltd			<a href="#">AS43531</a>
6	Vocus Connect International Backbone			<a href="#">AS4826</a>
7	SG.GS		X	<a href="#">AS24482</a>
8	Gigabit Communications			<a href="#">AS62917</a>
9	Pacnet Global Ltd			<a href="#">AS10026</a>
10	The George Washington University			<a href="#">AS11039</a>
11	Nexicom Inc.		X	<a href="#">AS11666</a>
12	Education Networks of America			<a href="#">AS11666</a>
13	RealConnect, Inc			<a href="#">AS16559</a>
14	CTS Communications Corp		X	<a href="#">AS19653</a>
15	The Fusion Network, LLC		X	<a href="#">AS19754</a>
16	Fibreoire Inc.		X	<a href="#">AS22652</a>
17	GlobeNet Cabos Submarinos VZLA, S.A.			<a href="#">AS52320</a>
18	ERC Broadband			<a href="#">AS27446</a>
19	XFERNET			<a href="#">AS27630</a>
20	SoftLayer Technologies Inc.			<a href="#">AS36351</a>
21	NETWORK INNOVATIONS, INC.			<a href="#">AS53828</a>
22	BLUEZONE INTERNET INC			<a href="#">AS55025</a>
23	Mercedes Independent School District			<a href="#">AS22461</a>
24	San Benito Consolidated Independent School District			<a href="#">AS40070</a>
25	Brownsville Public Utilities Board			<a href="#">AS22718</a>
26	SUPERIOR CENTRAL STATION, INC.			<a href="#">AS14697</a>
27	LISD			<a href="#">AS54800</a>
28	Mission CISD			<a href="#">AS26670</a>
29	Brownsville Independent School District			<a href="#">AS29753</a>

Rank	Description		IPv4	Peer
1	Hurricane Electric, Inc.		X	<a href="#">AS6939</a>
2	PCCW Global		X	<a href="#">AS3491</a>
3	Cogent Communications		X	<a href="#">AS174</a>
4	Nexicom Inc.		X	<a href="#">AS11666</a>
5	ALGAR TELECOM S/A		X	<a href="#">AS16735</a>
6	CTS Communications Corp		X	<a href="#">AS19653</a>
7	The Fusion Network, LLC		X	<a href="#">AS19754</a>
8	Fibrenoire Inc.		X	<a href="#">AS22652</a>
9	SG.GS		X	<a href="#">AS24482</a>

Exchange		CC	City	IPv4	IPv6
<a href="#">Equinix Ashburn</a>		US	Ashburn	206.126.238.1	2001:504:0:2:0:1:4860:1
<a href="#">Equinix Dallas</a>		US	Dallas	206.223.118.240	2001:504:0:5:0:1:4860:1
<a href="#">Equinix San Jose</a>		US	San Jose	206.223.116.154	2001:504:0:1:0:1:4860:1

Visit <http://orion.sc2000.net> for monitoring available Interfaces assigned to the Customer.

Smartcom will create an login account for The City of Edinburg for the purpose of monitoring their services.

A login form with a dark background. It contains two input fields: one for 'User name:' with the text 'CityEdinburg' entered, and another for 'Password:' with five dots. Below the fields is a 'LOGIN' button. A small text note says 'Enter domain\username or username@domain for windows accounts'.

Once logged in The City of Edinburg will be able to see all of their circuits listed on the Current Traffic on all Interfaces window.

Customer Network Summary Home

Current Traffic on All Interfaces				Interfaces with High Percent Utilization			
INTERFACE	RECEIVE	%	TRANSMIT	%	INTERFACE	RECEIVE	TRANSMIT
X460-24x							
X460-24x Port 24 - DIA	3.366 Mbps	0 %	78.312 Mbps	8 %			

Click on a listed Interface to see all available statistic for that Interface.

# Interface Details - X460-24x - X460-24x Port 24 - DIA

Percent Utilization - Radial Gauges

HELP

Min/Max/Average bps In/Out

EXPORT HELP



RECV % Utilization



XMIT % Utilization

## Maximum Traffic Today

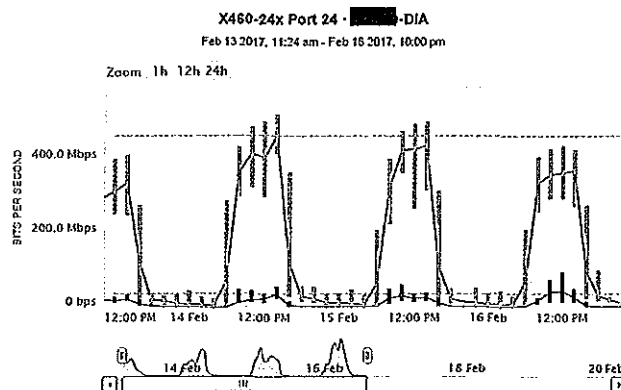
RECEIVE 54.387 Mbps at 09:51 AM  
TRANSMIT 160.694 Mbps at 03:26 AM

## Interface Details

HELP

STATUS	Up
NAME	X460-24x Port 24 - DIA
ALIAS	DIA
INDEX	1024
INTERFACE TYPE	Ethernet
MAC ADDRESS	0004.9683.91FE
IP ADDRESS	Unknown
ADMINISTRATIVE STATUS	Up
OPERATIONAL STATUS	Up
LAST STATUS CHANGE	1/31/2017 05:59 PM
INTERFACE BANDWIDTH	1.0 Gbps
CURRENT TRAFFIC	3.53 Mpps 82.116 Mbps

HELP

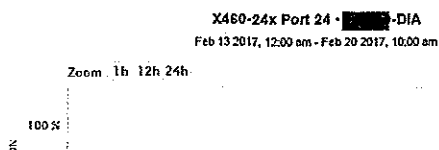


Average Receive bps	X460-24x - X460-24x Port 24 - DIA
Average Receive bps	X460-24x - X460-24x Port 24 - DIA Percentile 95%
Min/Max Receive bps	X460-24x - X460-24x Port 24 - DIA
Average Transmit bps	X460-24x - X460-24x Port 24 - DIA
Average Transmit bps	X460-24x - X460-24x Port 24 - DIA Percentile 95%
Min/Max Transmit bps	X460-24x - X460-24x Port 24 - DIA

solarwinds

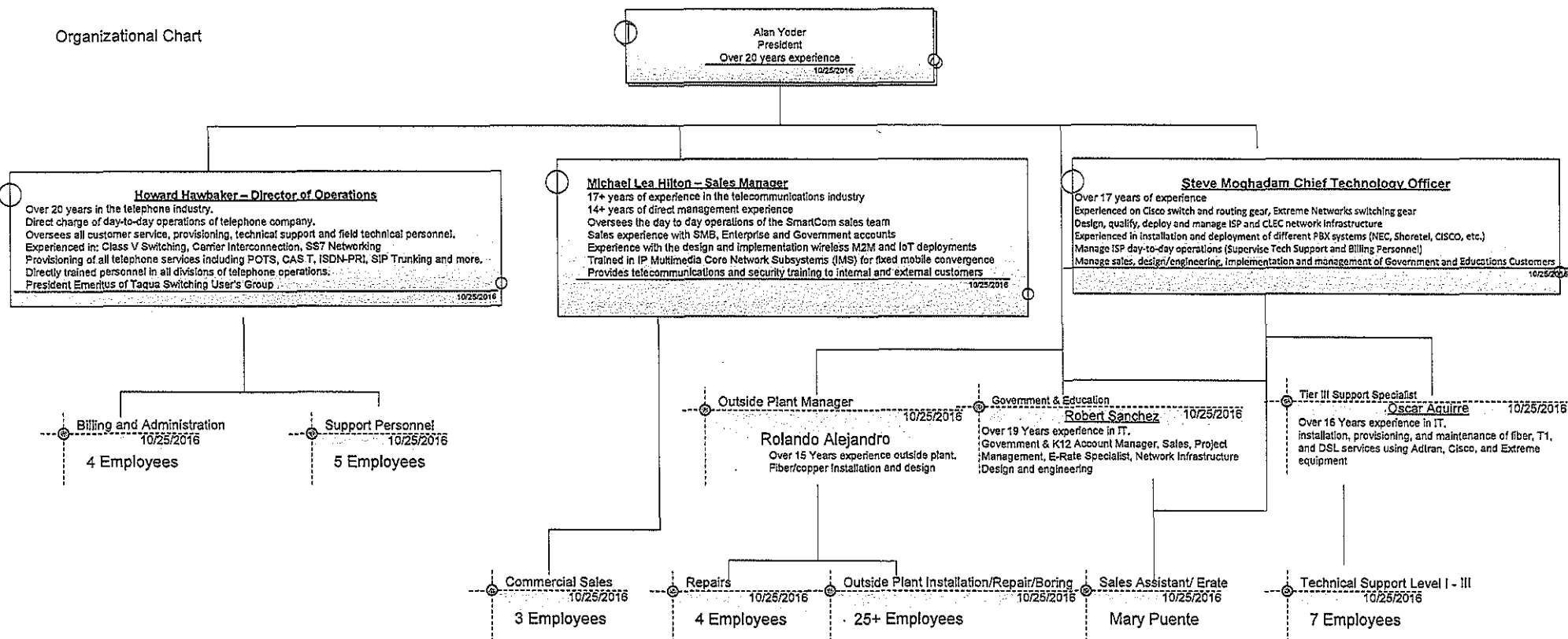
## Percent Utilization - Line Chart

EXPORT HELP



# SmartCom The SMART choice in Telephone & Data Services

Organizational Chart



PERSONAL INFORMATION	
Name	<b>Steve Moghadam</b>
Position	Chief Technology Officer
Work Experience	Experienced on Cisco switch and routing gear, Extreme Networks switching gear Design, qualify, deploy and manage ISP and CLEC network infrastructure Experienced in installation and deployment of different PBX systems (NEC, ShoreTel, CISCO, etc.) Manage ISP day-to-day operations (Supervise Tech Support and Billing Personnel) Manage sales, design, implementation and management of Government and Education Customers
Years of Experience	18 Years
E-Mail Id	stevem@sc2000.net
Contact Numbers	Work: 956-687-7070

PERSONAL INFORMATION	
Name	<b>Roberto Sanchez</b>
Position	Government & K12 Schools Specialist
Work Experience	Technology IT Services, E-rate Management, Project Implementation, Administration, Teacher
Years of Experience	20 Years
E-Mail Id	rsanchez@smartcomtelephone.com
Contact Numbers	Mobile : 956-605-8119 Work: 956-213-1274

Robert Sanchez  
956-213-1274

Mission, TX 78572  
rsanchez@smartcomtelephone.com

#### EDUCATION

University of Texas Edinburg, Bachelor of Science, 1980

Certifications: Mathematics, Physical Educations, Information Systems, Technology Applications

#### WORK EXPERIENCE

**Smartcom Telephone, LLC**  
**Sales Government Education**

**January 2011- Present**

##### Summary of Duties:

Duties include Sales, Project Management, Network Infrastructure – Telecommunications Infrastructure Design, E-rate Management

##### Description:

Sales and project management for projects sold to Government and K12. Design and engineer network infrastructure and telecommunication infrastructure for k12 customers, development of implementation timelines to for all k12 projects and management of vendor E-rate processes.

**Reason for leaving: Currently employed**

#### WORK EXPERIENCE

**Mission Consolidated Independent School District**  
**Director for Technology Systems**

**July 2008- December 2010**

##### Summary of Duties:

Duties include supervision of all IT services and project implementations for three divisions: Instructional Technology, Media and Technology, and Information Systems.

##### Staff Management:

1 Coordinator for Instructional Technology	2 Programmers
1 District Technology Strategist	5 District Technicians
1 Coordinator for PEIMS	4 Support Staff
1 Networking Specialist	18 Campus Technicians
1 E-Rate/Network Manager	

##### Description:

Managed computer services to support all district operations and instructional programs. Supervised the integration of technology services and resources to meet the needs of Mission CISD. Directed the design, development and maintenance of systems, programs, WAN and LAN networks and system software. Reviewed and approved all E-rate applications for Mission CISD. Established and monitored policies, standards, practices and security measures to ensure the integrity and reliability of the District's network infrastructure, computerized information and communication systems. Worked with staff to develop long and short range goals and objectives for District technology and information system services, including the development of a District Technology Plan and technology goals for the District Improvement Plan.

##### Computer Applications:

All MS Office Products, Exchange 2007, MS OS Windows XP - Windows 7, MS Server 2003 - Sever 2008, MS Active Directory,

##### Reason for leaving:

Retired

## WORK EXPERIENCE

**Mission Consolidated Independent School District**  
**Director for Media & Technology**

**July 2001 – June 2008**

### **Summary of Duties:**

Duties include supervision of all IT services and project implementations for two divisions: Instructional Technology, Media and Technology.

### **Staff Management:**

1 Coordinator for Instructional Technology	5 District technicians
1 District Technology Strategist	1 Support Staff
1 Networking Specialist	18 campus technicians
1 E-Rate/Network Manager	

### **Description:**

Directed district's library services, Media & Technology and Instructional Technology to develop and manage district's learning resources program services and technology program correlating with ongoing instructional programs. Supervised and evaluated tasks and projects assigned to departmental staff. Guided and implemented district technology initiatives through bond, state technology, e-rate and other funding sources. Reviewed, approved and submitted all E-rate applications, appeals, extensions and managed funded projects for Mission CISD. Directed the design, development and maintenance of systems, programs, WAN and LAN networks and systems software to meet the needs of the District's 20 campuses. Supervised the training for teachers and technology staff, development of policies and procedures regarding technology and library services. Designed and/or provided computer programs and services to all District divisions and personnel. Worked with staff to develop long and short range goals and objectives for Media and Technology, district library services and Instructional Technology, including the District Technology Plan and the District Improvement plan.

Developed the Media & Technology, Instructional technology and library services department yearly budget and cost estimates based upon program needs. Provided guidance and assistance to campuses in regard to all technology educational applications.

### **Computer Applications:**

All MS Office Products, Exchange 2007, MS OS Windows XP - Windows 7, MS Server 2003 - Server 2008, MS Active Directory,

### **Reason for leaving:**

Promoted to Director for Technology Systems



**WORK EXPERIENCE**

**Mission Consolidated Independent School District**  
**Coordinator for Information Technology**

**January 1997 – June 2001**

**Summary of Duties:**

Duties include supervision of all IT services and project implementations for district's technology program.

**Staff Management:**

1 District Technology Strategist  
3 district technicians  
2 campus technicians

**Description:**

Installed, maintained and monitored the district network infrastructure: existing sites, new sites, and key services such as DHCP, DNS, www, and ftp. Designed and implemented district's WAN, LAN infrastructure for a total of 15 campuses including wireless infrastructure using 801.11a,b protocols. Prepared all RFPs for hardware acquisition, including the preparation of all E-rate application for eligible services. Produced monthly status reports on all MCISD network sites. Monitored and reported on bandwidth utilization levels on all circuits. Provided supervision and support for all of the MCISD circuits. Worked with ISP to support the MCISD network. Developed and maintained network maps for wide area network and all MCISD local area networks. Assisted the District Technology Strategist in creating a web presence to post relevant network statistical and other district and campus information. Provided product specifications and recommendations for acquisition of hardware and software to meet the automation and networking needs. Guided the standardization of all PC, audio, video and network hardware. Monitored and kept current on industry trends and technology. Coordinated and implemented network and related projects. Maintained all services to provide access for the district including an email system for all MCISD member schools. Implementation and management of all district's software applications used by teachers and students. Provided leadership and vision for all technology related services. Oversaw and assisted with the implementation of the integration of video conferencing technology over the District's network.

**Computer Applications:**

All MS Office Products, MS OS Windows XP , MS Server 2000 , Lotus Notes

**Reason for leaving:**

Promoted to Director for Media & Technology

**WORK EXPERIENCE**

**Mission Consolidated Independent School District**  
**Classroom teacher**

**August 1984 – January 1997**

**Summary of Duties:**

Classroom assignment included teaching 9th –12th grade mathematics: Algebra I and II, Geometry, Computer Math, and Computer Science. Served as a Network Designer and Network Manager for all computer labs.

**Reason for leaving:**

Hired as Coordinator for Information Technology

**WORK EXPERIENCE**

**University of Texas Pan American, Edinburg, TX**  
**Computer Literacy Instructor (Part-time)**

**August 1994 – January 1995**

**Summary of Duties:**

Computer Literacy Instructor for evening classes at UTPA.

**Reason for leaving:**

Hired as Coordinator for Information Technology

**SMARTCOM TELEPHONE, LLC ETHERNET PRIVATE LINE  
SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") applies to Smartcom Telephone, LLC domestic Ethernet Private Line service ("Service" or "EPL") ordered by customers pursuant to an agreement ("Agreement") between the specific customer ("Customer") and Smartcom Telephone, LLC. Terms not defined in this SLA are defined in the Agreement. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

**1. Network Components.** The SLA includes all network components of the Smartcom Telephone, LLC EPL network. The Smartcom Telephone, LLC EPL network includes all physical media owned by Smartcom Telephone, LLC, including the network equipment maintained by Smartcom Telephone, LLC at the designated interface demarcation points located in Smartcom Telephone, LLC POPs. The Smartcom Telephone, LLC EPL network does not include local access or any Customer premises equipment or circuits provided by Customer.

**2. Circuit Availability.** Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be eligible to receive from Smartcom Telephone, LLC a credit, as outlined in this SLA for an Affected Service. "Affected Service" means the particular EPL circuit that fails to meet the Goal.

The availability (Circuit Availability) of a particular EPL circuit, expressed as a percentage, is calculated as follows:

$$\left[ \frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \right] \times 100$$

The Affected Service will for purposes of this Goal be deemed to be unavailable to Customer only if that Service is subject to an interruption that results in the total disruption of the Service ("Outage"). The length of each Outage will be calculated in minutes. An Outage will be deemed to have commenced upon verifiable notification of the Outage by Customer to Smartcom Telephone, LLC, or, when indicated by network control information actually known to Smartcom Telephone, LLC network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the Affected Service as evidenced by appropriate network tests by Smartcom Telephone, LLC. Smartcom Telephone, LLC's trouble ticketing system will be the governing source of data for calculating Outage credits. Smartcom Telephone, LLC will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

Credit Schedule for EPL		
Circuit Availability		Remedy (Credit is applied as a % of the MRC for the Affected Service)
Upper Level	Lower Level	
100%	99.999%	0%
<99.999%	99.99%	5%
<99.99%	99.90%	10%
<99.90%	99.50%	25%
<99.50%	0%	50%

### 3. General.

**3.1 Remedies.** To be eligible for service credits, Customer must be in good standing with Smartcom Telephone, LLC and current in its obligations. To receive Service credits, Customer must submit the relevant trouble ticket information within 30 calendar days after the date when the relevant SLA Goal was not met. Smartcom Telephone, LLC will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services. The maximum service credits for Smartcom Telephone, LLC EPL Service issued in any one calendar month will not exceed the stated applicable percentage of the MRC for the Affected Service. Credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Smartcom Telephone, LLC in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

**3.2 Service Credit Exceptions.** This SLA will not apply, and Customer will not be entitled to receive a credit under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions, or negligence of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of structures, equipment, applications, facilities or systems not owned or controlled by Smartcom Telephone, LLC; (c) Force Majeure Events including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornados, explosions, lightning, power surges or failures, fiber cuts, strikes, or labor disputes; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Smartcom Telephone, LLC with accurate, current contact information; (f) Smartcom Telephone, LLC's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) Smartcom Telephone, LLC's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; (i) improper or inaccurate network specifications provided by Customer; (j) data exceeding subscribed CIR.



## SLA Dedicated Internet Access (DIA)

### **A. SERVICE DESCRIPTION:**

#### **1. Overview:**

DIA service provides customer with high-speed connectivity to the Internet. Customers connect either statically or via BGP sessions from the Customer's Autonomous System ('AS') to SmartCom Telephone's AS border routers using one or more permanent in-house cabling, local access and/or backhaul facilities.

#### **2. Customer Responsibilities:**

In instances where SmartCom Telephone is not designated as the Customer's primary DNS provider, the Customer is responsible for

- a) Obtaining and registering their domain names and for installing, configuring and maintaining their primary, secondary, tertiary, etc. Domain Name servers;
- b) If Customer connects via BGP, Customer is responsible for obtaining and maintaining at all times a Local Internet Registry status, as well as IP addresses and at least one (1) Autonomous System ('AS') number from the relevant Regional Internet Registry ('RIR'). In addition, Customer is responsible for ensuring the accuracy of all Customer-related information in the RIR database; ensuring that only registered routes are advertised; and ensuring that an exact match between its registered route objects and its Border Gateway Protocol route advertisements is maintained.
- c) If Customer is colocated, configure and maintain the Customer equipment in the collocation facility or purchase remote hands services from SmartCom Telephone.

#### **3. Connectivity:**

The Service's connectivity speeds include the following:

- 1.544 Mbps (DS1)
- 44.746 Mbps (DS-3)
- 10-100 Mbps (Fast Ethernet)
- 100 Mbps (Fast Ethernet)
- 1000 Mbps (Gigabit Ethernet)
- 10000 Mbps (10Gigabit Ethernet)



#### **4. Demarcation Points:**

The Service is provided by SmartCom Telephone and presented to the Customer at the Demarcation Points. The Demarcation Points are designated in one of the following configurations:

- a.) at the Digital Distribution Frame (DDF) or Optical Distribution Frame (ODF) positions in the "meet-me rooms" of the relevant IP POP's.
- b.) at the active port of the Local Access provider connection to the SmartCom Telephone Provider Edge (PE) router;
- c.) at the designated SmartCom Telephone PE router port;
- d.) at network side interface of the Customer Edge (CE) router or smart-jack device for Customer Site delivery. The Local Access circuit and any in-house cabling required to connect the smart-jack device to the SmartCom Telephone network at the Customer Site(s) is included in this option. Any in-house cabling required for interconnecting the smart-jack device and the CE router is not part of this option.
- e.) At network side interface of the Customer Edge (CE) L2 switch at the SmartCom Telephone collocation rack (as applicable).

#### **5. Standard Service Features:**

1. Available service features include the following:

- a.) Setting up a permanent BGP session between the Customer and SmartCom Telephone border routers;
- b.) Advertising the Customer provided AS Macro(s) or AS number(s) to the global community in accordance with agreed routing policies;
- c.) Assigning and routing SmartCom Telephone IP addresses to Customer;
- d.) Advertising the global Internet routing table to the Customer;
- e.) Provide DNS if requested;
- f.) Permanently passing upstream and downstream traffic resulting from the route advertisements and Customer actions;

2. Optional service features include the following:

- a.) Customer Site delivery implemented by providing a dedicated connection between the Customer Site and the closest SmartCom Telephone IP POP via the facilities of a Local Access provider. The connection terminates at the Customer Edge (CE) router located at the Customer Premises and at the SmartCom Telephone Provider Edge (PE) router or DDF or ODF of the Local Access



provider. Connectivity from this DDF/ODF to SmartCom Telephone's network is included in the service.

- b.) Secondary (or Primary) DNS services provided by SmartCom Telephone to the Customer. This includes acceptance and installation of a DNS configuration from the Customer on one of SmartCom Telephone's DNS servers, as well as responding to queries with respect to IP addresses and domain names that appear in the configuration.

## B. SERVICE LEVEL AGREEMENT

### 1. Application of SLA:

Where a SmartCom Telephone DIA service provides Internet connectivity via the SmartCom Telephone network, the following SLA parameters apply: network availability, latency, service level, packet delivery service level. All credits are subject to the exclusions set forth in Section 6.

### 2. Network Availability

Average Network Service Availability is defined as the percentage of network up time averaged over regional core nodes in a calendar month. Average Network Service Availability is calculated as follows:

$$(\text{Hours in month} - \text{Unscheduled Outage Hours in month}) / \text{Hours in month} \times 100\%$$

The average network availability guarantee is as follows:

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24 hour period	3 Service Credits

**Service Credit is defined as:** (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30<sup>th</sup> of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

### 3. Latency Service Level

Average Latency is defined as the average round-trip delay for IP traffic between the ingress and egress router ports at SmartCom Telephone regional Gateway nodes over a calendar month.

The Average Packet Delivery Service Level is:

Region	Maximum Average Latency
U.S. (City – City)	<= 65ms
Europe (City – City)	
US – Asia <sup>1</sup>	<=275ms
US - Europe	<=120ms
Europe - Asia <sup>2</sup>	<=300ms
Intra-Asia <sup>1</sup>	<=80ms

<sup>1</sup> Hong Kong, Kowloon, Seoul, Singapore, Taipei, Tokyo;

<sup>2</sup> Includes: Bangkok, Jakarta, Kuala Lumpur, Manila, Seoul, Singapore, Taipei, and Tokyo, but excludes India.

PE=Provider Edge IXP=Internet xChange Point

In the event Smartcom Telephone does not meet the Average Latency Service Level, Customer will be entitled to receive a service credit equal to ten percent (10%) of the monthly recurring charge of the affected port.

### 4. Packet Delivery Service Level

Average Packet Delivery is defined as the percentage of IP packets that are successfully transported between the SmartCom Telephone ingress and egress

Gateway ports within a region in a calendar month. Average Packet Delivery is measured every five (5) minute interval and averaged on monthly basis.

The Average Packet Delivery Service Level is:

Region	Average Packet Delivery
Intra U.S.	>= 99.99%
Intra Europe	
US – Europe	
US – Asia	
Intra Asia	
Europe – Asia	



In the event Smartcom Telephone does not meet the Average Packet Delivery Service Level, Customer will be entitled to receive a service credit according to the following table:

Average Packet Delivery	Service Credit
< 99.9% and >= 98%	1 Service Credit
< 98% and >= 95%	2 Service Credits
< 95%	3 Service Credits

**Service Credit is defined as:** (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30<sup>th</sup> of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

**Maximum Credit:** The service credit for failure to meet the Packet Delivery Guarantee in any particular month shall not exceed three (3) Service Credits.

#### 5. Credit Terms

- a) Credit will be granted as provided above only if the service outage is attributed to the SmartCom Telephone Network and is not the result of an event of one of the exclusions set forth in Section 6 below.
- b) A claim for a Service Level Guarantee rebate must be sent in writing to the Company within 15 (Fifteen) days from the date that the event giving rise to the claim for the rebate occurred. When making the claim, the Customer must supply the trouble ticket number opened by the SmartCom Telephone Helpdesk.
- c) The maximum Service Credit amount for any cause in a month shall not exceed the Monthly Recurring Charge for the affected port.
- d) Credit for any given month will be applied within two (2) months from the month in which the credit is accrued.
- e) Credits are calculated after deduction of all discounts and other special pricing considerations on the Monthly Recurring Charges for the affected Customer, excluding third party charge, taxes and other surcharges.
- f) Any claim for a credit must comply with the requirements set in this Service Level Agreement. If the Customer fails to make a claim in accordance with the requirements, the Customer is taken to have unconditionally and irrevocably





waived its right to claim for the rebate; and make any claim against in respect of the Company's failure to meet the Service Level Guarantee.

## **6. Exclusions**

Computation of Service Level parameters and credits listed in Sections 1 to 4 shall exclude the following circumstances:

- (a) Planned service outages or routine maintenance. SmartCom Telephone will provide 72 hours advanced notice prior to conducting any scheduled maintenance.
- (b) Interruptions during any period when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (c) Interruptions during any period when the Customer has not released the Service to SmartCom Telephone for maintenance or for the implementation of a Customer Order.
- (d) Interruptions due to failure of Customer power, Customer Premises Equipment or Customer access circuit provided by Customer or other third parties.
- (e) Interruptions caused by the negligence of the Customer, including the provision of inaccurate information and failure to follow agreed-upon procedures.
- (f) Interruptions not reported to SmartCom Telephone.
- (g) Interruptions occurring prior to Service Date.
- (h) Interruptions due to any Force Majeure event.
- (i) Delay in service implementation due to an incomplete Customer Order.
- (j) Delay in service restoration due to any act of omission by Customer or its Customer or third party suppliers.

## **C. CHARGES:**

Unless otherwise provided, Customer shall be charged on a fixed rate basis as of the date of the Connection Notice. The manner of billing selected will be set forth in each Customer Order. Fixed rate charges for Internet Access Service consists of the following components: (a) a fixed installation charge (nonrecurring) per connection which is payable in advance; and (b) "Flat Rate Billing," fixed monthly recurring charge and, where applicable, (as set forth in an Order Form) (c) "Burstable Billing", usage



based charges which is calculated from the date of the Connection Notice and is payable monthly in arrears.

The minimum interface rate for Burstable Billing option is Fast Ethernet. For Burstable Billing, the Customer contracts for a selected Committed Information Rate and SmartCom Telephone provides Customer the capability to burst up to the layer 3 capacity of the port. The amount of Burstable Bandwidth is derived from the 95th percentile calculation described below. The Burstable Bandwidth Charge described below will be invoiced to the Customer in arrears and is in addition to the Flat Rate Billing for the selected Committed Access Rate.

"Bursting Bandwidth" is calculated as follows (95<sup>th</sup> Percentile):

Smartcom Telephone polls the routers for Customer ingress and egress usage at five-minute intervals. The higher usage number for each poll is stack ranked. The top 5% of the usage number is discarded. The next highest measurement shall constitute the Bursting Bandwidth.

The "Bursting Bandwidth Charge" = (Bursting Bandwidth – Committed Access Rate)  
\* (Burstable Bandwidth price per Megabit)



SMARTEL-01

YALONSO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Agency 5801 N 10th St Ste 600 McAllen, TX 78504	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	shepard@shepins.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Lloyds Ins. Co.		38253
INSURED  Smartcom Telephone, LLC PO Drawer 3097 McAllen, TX 78502	INSURER B : United Fire Lloyds		43559
	INSURER C : Texas Mutual Insurance Company		22945
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			65SBMTA1910	02/24/2016	02/24/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			12308013	02/24/2016	02/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB			65SBMTA1910	02/24/2016	02/24/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	TSF-0001219512	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology E&O			65SBMTA1910	02/24/2016	02/24/2017	"See Remarks"

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Technology E&O  
\$1,000,000 Each "Glitch" Limit  
\$1,000,000 Aggregate Limit  
\$10,000 Each "Glitch" Retention

The general liability policy includes a blanket automatic additional insured endorsement [SS00 08 04 05] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that such status.

## CERTIFICATE HOLDER

## CANCELLATION

City of Edinburg  
415 W University Drive  
Edinburg, TX 78541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## BUSINESS LIABILITY COVERAGE FORM

### F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

#### 1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

#### 2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### 3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

#### 4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

#### 5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### 6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

## BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

### 7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured – Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### 8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional Insured(s); or

(2) In connection with "your work" performed for that additional Insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional Insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional Insureds are described in Section D. – Limits Of Insurance.

How this Insurance applies when other insurance is available to an additional Insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

**References:**

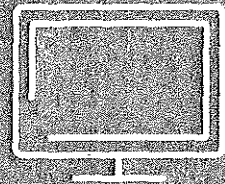
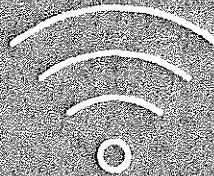
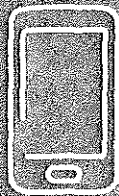
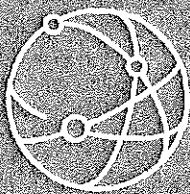
Customer	Contact Name/Title/Phone/E-mail	Address	Date of Work	Description
City of Pharr	Jason Arms Innovation & Technology 956-402-4900 jason.arms@pharr-tx.gov	118 S Cage Blvd, Pharr, TX 78577	Since 2009	Phone, Internet, and Fiber Circuit Services
City of Weslaco	Jose Pena Information Technology Director 956-968-6253 jpena@weslacotx.gov	255 S Kansas Ave, Weslaco, TX 78596	Since 2008	Phone, Internet, and Fiber Circuit Services
City of McAllen	Hector Gonzalez Network Security Administrator 956-681-1118 hgonzalez@mcallen.net	1300 Houston Ave, McAllen, TX 78501	Since 2007	Phone Service and Library Internet
City of Harlingen	Sergio Mujica MIS 956-216-5033 smujica@myharlingen.us	118 E Tyler Ave, Harlingen, TX 78550	Since 2006	Phone and T-1 Circuit Services
City of Hidalgo	Rick Mendoza IT Director 956-843-7400 rick@rgvbstc.com	704 E Texano Dr, Hidalgo, TX 78557	Since 2014	Internet, Phone, and Fiber Circuit Services

Proposal: RFP # 2017-013

Company: Smartcom Telephone, LLC.



# AT&T Response to City of Edinburg's RFP #2017-013 for Telecommunications, Data and Internet Services







721 Beech Ave  
McAllen, TX 78501

Cell: 956-605-4849  
[ho9555@att.com](mailto:ho9555@att.com)  
[www.att.com](http://www.att.com)

February 20, 2017

Ms. Lorena Fuentes  
Purchasing Agent  
City of Edinburg  
415 W. University Drive  
Edinburg, TX 78541

Dear Ms. Fuentes:

You shouldn't have to run your business based on network trade-offs—such as choosing either optimal customer service or optimal network performance. But that's what happens when an aging network infrastructure limits your alternatives.

AT&T understands your priorities and the initiatives that are driving change within your organization. After carefully reviewing your requirements, we propose our cost-effective data, Internet, and VoIP services. Our proposed solution offers you

- Outstanding network reliability and performance
- Improved operational efficiencies with a cost-effective, reliable network solution
- Expertise from an experienced account team backed by the resources of one of the world's largest communication companies
- Reliability to keep your system running smoothly

As you evaluate our response, please note that AT&T can be a single source for all of your communication and networking needs. Whether for voice or data services—or the management of your entire network—AT&T has the resources to meet your requirements.

We look forward to developing our relationship with City of Edinburg and working together to make this project a success.

Sincerely,

A handwritten signature in black ink, appearing to read "Hector Orellana".

Hector Orellana  
Client Solutions Executive 2



## Connecting Your World

### AT&T Response to City of Edinburg's RFP #2017-013 for Telecommunications, Data and Internet Services

February 20, 2017

Hector Orellana  
Client Solutions Executive 2  
AT&T  
721 Beech Ave  
McAllen, TX 78501  
Cell: 956-605-4849  
[ho9555@att.com](mailto:ho9555@att.com)



**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of thirty (30) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the proposed terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. **Copyright Notice and Statement of Confidentiality**—© 2017 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



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## Executive Summary

The landscape for the information technology industry has changed in the past several years. To remain competitive, companies like City of Edinburg are scrutinizing their business models and looking at new ways to realign their practices with evolving technologies. This process requires rethinking traditional business processes as well as identifying and integrating new organizational and operational models.

Customer demand for your products is growing rapidly, and you need to expand your contact center sales team to handle increased calls and orders. However, processing the greater volumes will overwhelm your current system. You must be able to quickly add network capacity to meet customers' needs.

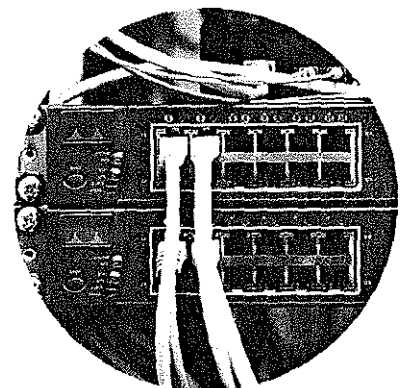
AT&T Switched Ethernet on Demand enables you to provision additional bandwidth capacity in near-real time via a web interface. The interface lets you configure and manage your network resources, including adding or changing services, scaling bandwidth, and ordering more ports.

Our solution delivers flexible computing resources when and where you need them. By helping you respond to business changes faster and more efficiently, our solution can help ensure that you have the right resources and capacity to satisfy growing customer demand.

City of Edinburg must have an infrastructure in place that will support operations and future business objectives effectively. You want a supplier that can help you redefine your value in the industry by building a network platform to support these objectives:

- Improve the performance of your data, Internet, and VoIP services
- Increase the productivity and efficiency of your staff
- Improve your operational efficiency

We understand your organization's challenges and the technologies that drive your business. As a result, we've devised a solution and responded to your RFP with details about each of the services needed to support your business. Our solution includes services that can help enable you to upgrade your technology and gain additional efficiencies, which can help streamline your communications.





## Solution

Our solution for City of Edinburg is a good value and a smart investment. This is because we designed it based on your needs now—and so that you can easily add other services when you're ready.

We built the solution around AT&T Switched Ethernet Service<sup>SM</sup> with Network on Demand, which is a transport service that transmits Ethernet traffic among multiple locations and uses AT&T Network on Demand to provision and scale bandwidth and other network services. AT&T Switched Ethernet Service<sup>SM</sup> with Network on Demand provides user-friendly, web-based network configuration and management and simplified contracting for most network services.

The service uses a carrier-grade, Multiprotocol Label Switching (MPLS) network to transmit Ethernet traffic. This network makes the AT&T Switched Ethernet Service highly reliable; in fact, the service provides network availability and data performance Service Level Agreements (SLAs).

The software-defined and network virtualization technologies that AT&T Network on Demand lets you manage your Ethernet services and network in near-real time. The service integrates with the AT&T Business Center self-service web portal, which allows you to configure Ethernet Virtual Channels (EVCs), change bandwidth, and view billing information for your Network on Demand sites.

The solution has these key features:

- **Dynamic Bandwidth Speeds of 2 Mbps to 1 Gbps**—are available and include three physical port speeds and multiple logical channel Committed Information Rates (CIRs). This feature helps you satisfy your networking needs and lets you easily increase speed and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.
- **A Self-Service Portal**—provides an intuitive, user-friendly interface that enables easy, near-real-time provisioning, network scaling and management. The portal lets you add sites, deploy or change services, and scale bandwidth to meet changing demands. As a result, you can quickly and easily optimize your infrastructure and focus on your core business instead of handling time-consuming IT tasks.
- **AT&T BusinessDirect<sup>®</sup>**—is an online portal that provides tools to let you manage your AT&T account and your contracted services 24x7. The tools automate many tasks by enabling your internal systems to interact directly with ours. As a result,

you can save time by conveniently and securely managing your AT&T services anytime and minimize the need to make phone calls and wait for return calls.

Your solution also includes these additional products:

- **IP Flexible Reach** is a managed Voice over IP (VoIP) solution that provides inbound and outbound calling on your data network, giving you long distance and international calling for all your sites globally and local calling for your U.S. and Most of World (MoW) sites. IP Flexible Reach provides VoIP calling service to your data network.
- **AT&T Dedicated Internet** is an Internet access service that combines a symmetrical, dedicated connection with consolidated application management. AT&T Dedicated Internet includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between service locations and the AT&T network.

## Advantages of AT&T

City of Edinburg needs a supplier with the resources, infrastructure, and expertise to manage network services. AT&T has both rich experience and proven success in integrating and managing networks and network infrastructure for companies like yours.



## Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.

### Your Account Team

Name	Title	Phone Number	Email
Hector Orellana	Client Solutions Executive 2	956-605-4849	<a href="mailto:ho9555@att.com">ho9555@att.com</a>
Ed Rodriguez	Technical Sales	956-286-9533	<a href="mailto:er5092@att.com">er5092@att.com</a>



You'll see from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.



Notwithstanding anything contained in this RFP to the contrary, AT&T Corp. on behalf of itself and its service-providing affiliates ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the pre-existing, mutually agreed Master Agreement #139041UA, which was signed by AT&T December 08, 2010, between AT&T and the City of Edinburg ("City" or "Customer"), along with the applicable Pricing Schedule(s), and any mutually agreed to associated transaction-specific documents to be entered into between the parties (collectively, the "Proposed Contract Documents") and not pursuant to the terms and conditions contained within or referenced to in this RFP document.

Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the "Contract").

The Terms and Conditions which are contained within this RFP document do not contain the product- and service related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

AT&T takes a general exception to all of the terms and conditions contained in and/or incorporated into this RFP, but is willing to negotiate a mutually acceptable final contract consistent with the Proposed Contract Documents. Any AT&T Responses further clarify its exceptions. The fact that AT&T may not assert the application of the Proposed Contract Documents in response to any individual paragraph in the RFP does not waive its assertion of the use of these documents.

Any third-party software used with the Services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. The City of Edinburg as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents.

In the event that AT&T is chosen as the City of Edinburg's vendor of choice, AT&T is fully prepared to work cooperatively with the City of Edinburg to negotiate any order-specific





provision required for compliance with the RFP and AT&T's Response to it and/or negotiate a contract in good faith with the City of Edinburg that includes certain of the City of Edinburg's Terms and Conditions incorporated into the Proposed Contract Documents.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident this will be a successful contracting process, leading to a successful project performance.

**ARRA Disclaimer:** To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and the City of Edinburg will need to reach mutual agreement on AT&T's participation.



## RFP Response

### REQUEST FOR PROPOSALS



The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, February 20, 2017**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

#### RFP #2017-013

#### TELECOMMUNICATIONS, DATA AND INTERNET SERVICES

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).

#### Hand Delivered RFP'S:

415 W. University Drive  
C/o City Secretary Department (1st Floor)

#### If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

#### If Mailing Proposals:

City of Edinburg  
C/o City Secretary



P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of 120 days without taking action.

**AT&T Response:**

Regarding the waiver of any or all formalities or technicalities, AT&T agrees, except to the extent the waiver of any or all formalities or technicalities portions of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

**AT&T Response:**

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically responded to any individual provision in the RFP.

In the event that AT&T is chosen as the Customer's vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with the Customer that includes certain of the Customer Terms and Conditions incorporated into the Proposed Contract Documents.



## TELECOMMUNICATIONS, DATA AND INTERNET SERVICES

### PURPOSE

- (1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

### INTENT

- (2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

### AT&T Response:

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order.

AT&T's proposal hereunder, including the rates, discounts, credits or other terms contained in this proposal, was formulated based upon the scope of work that AT&T is proposing. Any changes, additions or deletions after submission to the products, services, quantities, revenue commitments, or term of the proposed arrangement will require mutual agreement/adjustment to the final configuration and to the pricing and implementation schedule.

### SUBMITTAL OF RFP

- (3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, One (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may



be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

**AT&T Response:**

AT&T agrees that the physical response materials become the property of customer. However, any confidential information of AT&T and any intellectual property of AT&T, AT&T manufacturers, or other third parties included in AT&T's Response will remain the property of the respective owner and no title shall transfer by disclosure of such confidential information or intellectual property as part of AT&T's response. AT&T further agrees that customer may use its RFP Response as needed in connection with this RFP and the analysis of the AT&T Proposal; provided that AT&T's Proposal may not be shared with third-party vendors competing for this RFP and that customer will protect AT&T's Proposal as a confidential document under the terms of applicable open records policies and laws.

Hand Delivered RFP'S:

415 W. University Drive  
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

**TIME ALLOWED FOR ACTION TAKEN**

- (4) The City of Edinburg may hold RFP/s 120 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

**RIGHT TO REJECT/AWARD**

- (5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.



**AT&T Response:**

Regarding the waiver of any or all formalities or technicalities, AT&T agrees, except to the extent the waiver of any or all formalities or technicalities portions of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.

**ASSIGNMENT**

- (6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

**AT&T Response:**

All terms and conditions relating to assignment shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.6 ("Assignment and Subcontracting") of the Unified Agreement.

**AWARD**

- (7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

- (8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

**STATUTORY REQUIREMENTS**

- (9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.



**AT&T Response:**

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.12 ("Compliance with Laws") of the Unified Agreement.

**ALTERATIONS/AMENDMENTS TO RFP**

- (10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFP**

- (11) If unable to submit a RFP, respondent should return inquiry giving reasons.

**AT&T Response:**

AT&T has read and understands.

**LIST OF EXCEPTIONS**

- (12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/requirements.

**AT&T Response:**

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically responded to any individual provision in the RFP.

In the event that AT&T is chosen as the Customer's vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with the Customer that includes certain of the Customer Terms and Conditions incorporated into the Proposed Contract Documents.

**PAYMENT**



- (13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

**AT&T Response:**

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

**SYNONYM**

- (14) Wherein this solicitation package SERVICES is used, its meaning shall refer to the request for TELECOMMUNICATIONS, DATA AND INTERNET SERVICES as specified.

**RESPONDENT'S EMPLOYEES**

- (15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**INDEMNIFICATION CLAUSE**

- (16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

**AT&T Response:**

All terms and conditions relating to indemnification and holding the Customer harmless shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 7 ("Third Party Claims") of the Unified Agreement and all subsections thereto.





## INTERPRETATIONS

- (17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

## VERBAL THREATS

- (18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## CONFIDENTIAL INFORMATION

- (19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## AT&T Response:

AT&T respectfully requests that information in this document labeled as PROPRIETARY or CONFIDENTIAL be held confidential by the Customer, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

## PAST PERFORMANCE

- (20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.



## JURISDICTION

- (21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### AT&T Response:

All terms and conditions relating to governing law and venue shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.11 ("Governing Law") of the Unified Agreement.

## RIGHT TO AUDIT

- (22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### AT&T Response:

Legal and regulatory requirements restrict AT&T from disclosing certain information to third parties. Accordingly, the following approach to audit is proposed:

Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's confidential information. Customer shall cause any person retained for this purpose to execute a non-disclosure

agreement. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.

AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.

AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or confidential information of other AT&T customers or other AT&T Confidential Information that is not relevant to the purposes of the review.

#### VENUE

- (23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

#### AT&T Response:

All terms and conditions relating to governing law and venue shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.11 ("Governing Law") of the Unified Agreement.

#### CONFLICT OF INTEREST

- (24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class



C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**AT&T Response:**

AT&T acknowledges that, to the best of its knowledge and belief, is not aware of any material conflict of interest, and there are no relevant facts or circumstances that could give rise to an organizational conflict of interest affecting this RFP. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any Customer employees or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' approximately 240,000 employees, it is not possible in any practical fashion and in the time available for this Response to determine any possible connections between all employees and the Customer. AT&T shall cause its agents and Subcontractors, to operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under the resulting Agreement.

**CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

- (25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

- (26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

**CONFIDENTIALITY OF INFORMATION AND SECURITY**



- (27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

**AT&T Response:**

All terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 5 ("Confidential Information") of the Unified Agreement and all subsections thereto.

**TERMINATION OF CONTRACT**

- (28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

**AT&T Response:**

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 ("Suspension and Termination") of the Unified Agreement and all subsections thereto.

**RESPONSE DEADLINE**

- (29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, February 20, 2017 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the **RFP 2017-013 for "TELECOMMUNICATIONS, DATA AND INTERNET SERVICES"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFP's:

415 W. University Drive  
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg





c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

#### AT&T Response:

AT&T has read and understands.

#### ADDENDA AND MODIFICATIONS

- (30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

#### RFP PREPARATION COSTS

- (31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.



**AT&T Response:**

AT&T has read and understands.

**EQUAL EMPLOYMENT OPPORTUNITY**

- (32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

**AT&T Response:**

AT&T agrees it will not discriminate in the performance of the services proposed herein against any employee or applicant for employment because of race, color, religion, sex, national original or ancestry. All terms and conditions relating to compliance with applicable laws shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.12 ("Compliance with Laws") of the Unified Agreement.

AT&T is proud to be an Equal Opportunity Employer (EEO).

We are committed to implementing practices and programs that attract diverse, well-qualified employees in line with our business strategies and objectives. We strive to recruit and hire those candidates we deem to be most qualified, based on job-related criteria.

We provide EEO for all employees and applicants in the administration of our personnel policies:

- Appraisals
- Benefits and privileges of employment
- Compensation
- Disciplinary actions
- Recruiting, hiring, placements, upgrades, promotions, and lateral movement
- Social and recreational programs
- Terminations of employment, layoffs, and recalls
- Training and educational assistance
- Working conditions



Employees are protected from unlawful discrimination and harassment on the basis of

- Race, color, and national origin
- Religion
- Age
- Sex, sexual orientation, and gender identity
- Disability
- Genetic information
- Marital status
- Citizenship status, military status, and veteran status
- Any other characteristic protected by federal, state, or local laws

We believe that equal opportunity is critical to our business. Treating individuals with dignity and respect is a cornerstone of AT&T policy and tradition.

#### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

- (33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.





# 1. INTRODUCTION

## 1.1 PURPOSE OF THE RFP

The City of Edinburg is seeking services from qualified vendors experienced in providing **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet City of Edinburg's **TELECOMMUNICATION, DATA AND INTERNET SERVICES** needs in the most cost effective and efficient manner.

This RFP provides the requirements and evaluation criteria. The City of Edinburg requests detailed responses from all prospective Vendors, including pricing and service descriptions, in a specified format. The City of Edinburg will conduct a review of the responses received from this RFP.

### AT&T Response:

AT&T has read and understands.

## 1.2 EXISTING NETWORK INFRASTRUCTURE

The City of Edinburg currently has twenty (20) facility locations part of the City Wide Area Network (WAN) including City Hall. All twenty locations have an assigned IP subnet and configured VLANs for the City network. Seven (7) City locations are currently on the AT&T Switched Ethernet (ASE) service. The following City locations are using the ASE services with the assigned bandwidth speeds (See Appendix D "City of Edinburg ASE Wide Area Network Diagram):

- City Hall: 250Mbps
- Police Department: 50Mbps
- Service Center: 50Mbps
- World Birding Center: 10Mbps
- Solid Waste Management: 50Mbps
- Airport: 5Mbps
- Parks and Recreation 50Mbps

The City of Edinburg also uses Fiber Managed Internet Services (MIS) of 100Mbps from Smartcom Telephone for providing internet access for all City locations. A Fiber MIS of 50Mbps from Smartcom Telephone is also used for Guest Internet Services. T1s are used as backup internet service for the Police and Fire Departments.



**AT&T Response:**

AT&T has read and understands.

**1.3 EXISTING PHONE INFRASTRUCTURE**

The City currently uses Cisco Unified Computing System (UCS) version 10.5 as the main voice system at City Hall and seventeen (17) offsite city facilities. Two (2) separate city facilities currently use Cisco Call manager Express (CME) systems. There are approximately 450 IP phones located throughout all City facilities. Public Rate Interface (PRI) circuits are used for telecommunication services at City Hall, Solid Waste Management, Police Department and Fire Department locations. The remaining city locations use analog telephone lines connected to the network equipment by way of Foreign Exchange Office (FXO) router modules for local dial tone.

**AT&T Response:**

AT&T has read and understands.





## 2. SCOPE OF WORK

### 2.1 OVERVIEW

The City of Edinburg is seeking proposals for **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet the City's voice and data communication services needs in the most cost effective and efficient manner. The quantities described in this RFP are a guideline to allow vendors to submit their best proposal that meets the City's needs at the best cost and is deemed most advantageous to the City of Edinburg. The City of Edinburg shall not be obligated to purchase any particular quantity of services detailed herein. A list of the City's current **TELECOMMUNICATION, DATA AND INTERNET SERVICES** are included in Appendix B.

#### AT&T Response:

AT&T has read and understands.

### 2.2 VOICE SERVICES REQUESTED

The list of City of Edinburg's sites in need of Telecommunication services is set forth in Appendix C.

The following specific services are requested by category:

- Local Toll: the ability to effectively and efficiently make and receive telephone calls in your immediate geographic area.
- In-State: the ability to effectively and efficiently make and receive telephone calls outside of the immediate geographic area but within the State of Texas.
- State-to-State: the ability to effectively and efficiently make and receive domestic calls.
- International: the ability to effectively and efficiently make and receive calls with specified countries outside of the United States (currently Mexico).

#### AT&T Response:

AT&T has read and understands.

### 2.3 DATA COMMUNICATION SERVICES REQUESTED

The list of the City of Edinburg's sites in need of data and internet services is set forth in Appendix C.



**AT&T Response:**

AT&T has read and understands.

**2.4 CURRENT SERVICES PROVIDERS**

- Telecommunications Services: SmartCom Telephone
- Data Services - AT&T
- Managed Internet Services - SmartCom Telephone
- Long Distance - DIR (Department of Information Resources) The City of Edinburg is not looking to make any changes on this service.

**AT&T Response:**

AT&T has read and understands.



### 3. GENERAL TERMS AND CONDITIONS

This RFP is not a contract offer. Receipt of a proposal neither commits the City of Edinburg to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. The City of Edinburg reserves the right to contract with a Vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The City of Edinburg reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to the RFP specifications are met.

Products and services which are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.

#### 3.1 COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

#### 3.2 RIGHT OF REJECTION

The City of Edinburg will review the proposals for compliance with the procedural requirements set forth in this RFP and will reject any proposal that fails to meet the minimum bid requirements. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by the City of Edinburg at its discretion. The City of Edinburg reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The City of Edinburg may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. In addition, the City of Edinburg reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project.

#### AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.



Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of the City of Edinburg.

**AT&T Response:**

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services which are not shown or described in this proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

The information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future.

### **3.3 INSURANCE REQUIREMENTS**

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix G which may arise out of or result from the Vendor's operations under the contract, whether such operations performed by the Vendor or subcontractor or by anyone directly employed by the Vendor. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

### **3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, Vendor certifies that neither him nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

**AT&T Response:**

The undersigned's is unaware of a disqualification or debarment that would negatively affect our ability to provide the products and services.



### 3.5 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the Freedom of Information Act. In accordance with the Act, certain information is subject to public disclosure. Please be advised that should Vendor deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

#### AT&T Response:

AT&T respectfully requests that information in this document labeled as PROPRIETARY or CONFIDENTIAL be held confidential by the Customer, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

### 3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)

The successful Vendor(s) will be advised of selection by the City of Edinburg through the issuance of a notification of award letter via email. Any notification of the selection of the successful Vendor(s) shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.

### 3.7 PROPOSED TERMS OF CONTRACT

The City of Edinburg is requesting that the selected Vendor enter into a three (3) year contract with the option to extend the contract on an annual basis if determined to be most advantageous for the City of Edinburg. The contract shall begin on a mutually agreed upon date between the City of Edinburg and the successful Vendor, which should be after the Proposal and Agreement gets approved by the City of Edinburg City Council and has been reviewed and approved by the City Legal Attorney and can be extended on an annual basis for a maximum of two (2) years at the sole discretion of the City of Edinburg.

#### AT&T Response:

AT&T agrees to the proposed term and option to renew term which shall be set out in the applicable Pricing Schedule to be entered into between the parties, subject to product availability and the terms and conditions relating to renewal and withdrawal of service as set out in the Proposed Contract Documents.



### 3.8 SECURITY AND CLEARANCES

All personnel (Vendors and subcontractors) that will be working on this project at the City of Edinburg sites must observe all security and safety procedures of the facility and must secure all record checks required by law.

#### AT&T Response:

AT&T will comply with all legally required background check requirements, and will work with the customer to address any additional background check policies consistent with applicable collective bargaining agreements, privacy concerns and AT&T policies.

Any additional background checks, beyond those which are legally required, will be at the Customer's expense.

### 3.9 ADDITIONAL INFORMATION FOR THE PROVIDERS

The City of Edinburg reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;

#### AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s)





### 3.10 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any supplier orally.

### 3.11 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract.

#### AT&T Response:

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

### 3.12 PAYMENT TERMS

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item pricing on the Purchase Order and made within thirty (30) days after the date of the invoice.

The City of Edinburg reserves the right to reduce or withhold contract payment in the event that Vendor does not provide the City of Edinburg with all required deliverables within the time frame specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract.

#### AT&T Response:

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

All terms and conditions relating to disputes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4.5 ("Delayed Billing; Disputed Charges") of the Unified Agreement.

### 3.13 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on the City website. All addenda, amendments or changes issued shall be deemed received by



Vendor provided they are posted to the City of Edinburg's website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### 3.14 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at City of Edinburg - City Hall no later than **3:00 PM, February 20, 2017**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. Any proposal received after the submission deadline, no matter what the reason, will be returned unopened.

### 3.15 DURATION OFFER

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

### 3.16 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Edinburg shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City of Edinburg may find said Vendor in default.

#### AT&T Response:

The information described in the Proposal is not intended to be the final expression between the parties. AT&T reserves the right to negotiate the terms and conditions of the contract. The information contained in this Proposal, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the Customer to the extent agreed to by both parties. Upon being awarded the business, the parties shall enter into good faith negotiations of the final contract.



## 4. PROPOSAL FORMAT

### 4.1 GENERAL

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the City of Edinburg. The City of Edinburg reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The city of Edinburg reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City of Edinburg. The proposal is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

#### AT&T Response:

AT&T has read and understands.

<http://www.att.com/gen/investor-relations?pid=5711>

### 4.2 PROPOSAL FORMAT

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

#### 4.2.1 COVER LETTER

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

#### 4.2.2 EXECUTIVE SUMMARY

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor's ability to provide the products and services required in this RFP.



## AT&T Response:

### Company History

In 1876, Alexander Graham Bell invented the telephone. That was the foundation of the company that would become AT&T – a brand that is now synonymous with innovation in communications.

In 1984, the former AT&T agreed to divest its local telephone operations but retain its long distance, R&D and manufacturing arms. From this, SBC Communications Inc. (first known as Southwestern Bell Corp.) was born.

Twelve years later, the Telecommunications Act of 1996 drove major changes in the competitive landscape. SBC expanded its U.S. presence through a series of acquisitions, including Pacific Telesis Group (1997) and Ameritech Corp. (1999). In 2005, SBC acquired AT&T Corp., creating the new AT&T, a leader in global communications for businesses.

The acquisition of BellSouth in 2006 consolidated ownership of Cingular Wireless. And AT&T led one of its most significant transformations in communications since the invention of the telephone the birth of the mobile internet.

And we haven't stopped. In 2013, we bought Cricket to give customers in the growing prepaid market more access to mobile internet services. In 2015, we completed our purchase of 2 Mexican wireless companies, Iusacell and Nextel Mexico.

Today, we're spurring smartphone adoption and on our way to becoming a leading wireless provider in that country, too. And our 2015 acquisition of DIRECTV makes us the world's largest pay TV provider.

This rich history supports our ongoing mission: Connect people with their world, everywhere they live, work and play and do it better than anyone else.

Today, we're mobilizing video the way we mobilized the internet...securing business communications from the smartphone to the cloud and making cars, homes, machines, even cities smarter. And we're looking forward with anticipation to the future.

### Company Overview

We can provide an overview of AT&T's services, reach, and network strength.

In the U.S., AT&T serves over 130.4 million wireless subscribers, and is a premier provider of broadband, long distance, and local voice services. We also offer our communication services in almost every other country and territory in the world. Our



services enable calls from more than 225 countries as well as wireless data roaming—for laptops, hand-held devices, and other data services—in more than 200 countries.

As a worldwide provider of IP-based services, we offer an extensive portfolio of Virtual Private Network (VPN) and Voice over IP (VoIP) services, which we back with security and support capabilities. We deliver these services to you via one of the world's most advanced backbone networks. Our wholly owned backbone network, which we operate from 38 Internet data centers (IDCs) on five continents, uses Multiprotocol Label Switching (MPLS) technology to integrate multiple network services.

The network provides MPLS-based services in 198 countries and includes more than

- 3,800 nodes
- 1,053,240 fiber route miles

We also operate a wireless network that includes

- Coverage of more than 99% of the U.S. population, including the top 100 U.S. markets.
- Superior speeds for data and video services, as well as operating efficiencies using the same spectrum and infrastructure for voice and data on an IP-based platform.
- Digital transmission technologies known as GSM, General Packet Radio Services and Enhanced Data Rates for GSM Evolution for data communications.
- The nation's fastest mobile broadband network. 4G speeds are available with our Universal Mobile Telecommunications System/High-Speed Downlink Packet Access (UMTS/HSDPA) broadband and HSPA+ network technology, combined with our upgraded backhaul.
- Transition to more advanced LTE technology

In addition to retail communication services, AT&T is a global leader in wholesale communication services. Our wholesale organization serves carriers, wireless service providers, systems integrators, cable providers, Internet service providers (ISPs), and content providers that need global, regional, and local end-to-end solutions.

A key to our success in providing and integrating services is AT&T Labs, our research and development group. AT&T Labs has won eight Nobel Prizes and has more than 12,500 patents. Our researchers and engineers developed some of the world's major technological inventions, including the transistor, solar cell, cell phone, and communications satellite. In addition, AT&T Labs led in developing DSL and other broadband Internet transport and delivery systems as well as wireless data networks.



You can find additional corporate information at the following link  
<http://www.att.com/gen/investor-relations?pid=5711>.

When you choose AT&T as your provider, you get innovative products and high-quality service.

### Company Ability

AT&T began offering Switched Ethernet (ASE) in 2011. We have provided Ethernet solutions since the late 1990's.

AT&T Network on Demand can benefit your organization by providing direct access to intelligent, intuitive self-service networking that helps you reduce provisioning cycle times and simplify changes to services and applications.

Benefits include

- Speed—Click-through ordering and user-friendly, web-based management interfaces enable you to quickly provision services and change them in near real time.
- Simplicity—a single, consolidated contract and a universal port for many network services help you streamline both accounting and service management.
- Flexibility—Self-service networking tools allow you to dynamically change bandwidth, add ports, and reconfigure services as necessary.
- Reliability—our network provides industrial-grade reliability and security that help you securely connect and collaborate with external partners and within your workforce.

So, you can quickly and simply control and manage your services and applications.

### 4.2.3 COMPANY BACKGROUND AND HISTORY

Describe experience of firm in general providing consulting/professional services.

Describe relevant services carried out in the last five (5) years which illustrate firm's experience as it relates to this RFP.

### 4.2.4 EVIDENCE OF RESPONSIBILITY

Vendors shall submit, with their proposal, all necessary evidence showing their financial resources; experience in the type of work being required by the City of Edinburg;



organization available for the performance of the work, and any other required evidence of qualifications to perform. The City of Edinburg shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Proposal.

**AT&T Response:**

AT&T Corp. has been in business since 1885. It is a wholly owned subsidiary of AT&T Inc. – a corporation traded on the New York Stock Exchange. AT&T's financial information is consolidated and reported at the AT&T Inc. level.

The most recent Annual Report for AT&T can be found in the Investor Relations section of our website at: <http://www.att.com/gen/investor-relations?pid=9186>.

The most recent 10-Q for AT&T Inc., filed with the Securities and Exchange Commission, addresses pending litigation in the Other Business Matters section. The 10-Q is found in the investor relations section of our website at:

[http://phx.corporate-ir.net/phoenix.zhtml?c=113088&p=irol-sec&control\\_selectgroup=Quarterly%20Filings](http://phx.corporate-ir.net/phoenix.zhtml?c=113088&p=irol-sec&control_selectgroup=Quarterly%20Filings)

Other AT&T financial information can be found on the same Investor Relations Website.

#### **4.2.5 PROJECT APPROACH /MANAGEMENT**

Please include the following information in the section:

Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. Since the City of Edinburg's current contract come to End of Term in May 2017, the City of Edinburg would need to receive its new contracted services as soon as possible once a signed contract is in force. Describe your implementation plan and schedule, including a detailed timeline and milestones.

Include a description of how the project team will be structured, its roles and responsibilities and location within the company's organizational framework.

Proposals submitted must also address how the Vendor will ensure that the City of Edinburg will receive accurate invoicing within sixty (60) days of the term commencement date. Vendors shall describe their responsibilities, as well as the City of Edinburg's in regard to the conversion of any existing telecommunications infrastructure, if applicable.





#### AT&T Response:

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

AT&T uses a project management methodology based upon the industry standard "A Guide to the Project Management Body of Knowledge (PMBOK Guide®)".

The Project Management Methodology uses a four-phase project life cycle:

- **Project Start Phase**—Recognize that a new project is being considered. During this phase, we gather basic information, evaluate it, and use the information to decide whether to proceed with the project.
- **Project Plan Phase**—establish the project's approach, and plan how to achieve the desired results and baselines for the project in terms of scope, schedule, and cost.
- **Project Implementation Phase**—Implement the project plan to produce the agreed-upon deliverables, monitor the project progress, and help ensure that deliverables meet expectations.
- **Project Completion Phase**—complete the project. Ensure that the project was delivered as expected and that there is final/formal acceptance in order to close out the project.

This methodology provides simple, scalable processes to help us consistently and efficiently manage projects.

#### 4.2.6 SERVICES AND COST PROPOSAL

SERVICES PROPOSAL – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFQ.

- SERVICE LEVELS PROVIDED

Provide standard installation time frames, responses to issues, escalation procedures and restoration time periods for all services proposed.

#### AT&T Response:

##### Standard installation time frames





The service installation time for AT&T Switched Ethernet (ASE) depends on the complexity of your request.

If you already have fiber and ASE equipment in service, we require 24 days to install additional service (such as ports).

We require 34-44 days to install new service if all of the following conditions exist:

- Your building has spare fiber that's not in service
- Your installation requires minimal splicing or central office work
- Your project requires no upstream network

If you need to add fiber to your building, we require 41-93 days to install new service. We'll also need to make adjustments to our loop, Serving Wire Center (SWC), and your inter-office locations.

If your new fiber buildout requires special construction or permits, multiple sites, or extensive inter-office fiber and equipment, we require 58-152 days to install new service.

### Escalation procedures

The Ethernet Network Operating Center (ENOC) provides technical support for AT&T Switched Ethernet (ASE) Service.

The ENOC is responsible for the customer-facing network, including any equipment associated with the ASE network. It functions as the Overall Control Office (OCO) and Maintenance Control Office (MCO) for ASE and has dedicated, knowledgeable staff to identify and resolve network-impacting maintenance conditions. It monitors components in the network infrastructure and, in many cases, may be actively working to resolve an event before you notice it. The 24X7 center tracks and coordinates problem analysis and repair, and if a dispatch is required, hands off the Work Force Administration Controller (WFAC) trouble ticket within the ASE customer-facing network.

When you're on the phone with technical support, you can escalate problems with AT&T Switched Ethernet Service by asking your representative to transfer your call to an Ethernet Network Operations Center (ENOC) supervisor.

If, after speaking to a supervisor, you're still not satisfied, you can ask the supervisor to transfer your call to a manager, an area manager, or a general manager.



In addition, our representatives automatically escalate problems when they're not able to resolve them.

- SERVICES

Provide responses to the following questions and requests for information:

- Is the designated vendor representative assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.

**AT&T Response:**

**Primary contact**

Hector Orellana  
Client Solutions Executive 2  
AT&T  
721 Beech Ave  
McAllen, TX 78501  
Cell: 956-605-4849  
[ho9555@att.com](mailto:ho9555@att.com)

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished within the parameters of confidentiality limits if AT&T is your vendor of choice.

AT&T will provide the appropriate level of skilled staff and sufficient skill-mix and job class to satisfy the performance terms and obligations of the agreement for services. In the interest of maintaining and enhancing the quality of our relationship, AT&T whenever reasonably possible will consult with Customer regarding the addition or changes in staffing. AT&T will take Customer's advice and consent into consideration in its efforts to maintain the best possible working relationship.

- Is 24-hour customer service included? If so, please provide methods of access.

**AT&T Response:**

For AT&T Switched Ethernet (ASE) service, several online tools are available through the AT&T BusinessDirect® portal.



These tools include

- Report and Track Troubles (AT&T BusinessDirect® eMaintenance)
- View BusinessDirect Map
- View Global Performance Reports
- View, Analyze and Pay Your Bill (AT&T BusinessDirect® eBill)

This means that you can access tools to manage your network and account 24x7.

- What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 pm) and/or 24/7? Please provide detailed information.

**AT&T Response:**

Our dedicated expert technicians monitor and support your AT&T Switched Ethernet Service.

These technicians monitor, identify, and resolve conditions within our infrastructure that affect the network. However, we may not recognize all alarms that affect customers. Therefore, to ensure your eligibility for service credits, you should report any degradation or failure that affects your service. To do so, contact the AT&T Ethernet Network Operations Center at 888-644-3662 and select option 1 for maintenance.

When we monitor and support your service, we often resolve problems before you notice them.

- Do you have a local office for service? Will the City of Edinburg's account team be located within the county for the duration of the contract and after?
- Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

**AT&T Response:**

**Primary contact**

Hector Orellana  
Client Solutions Executive 2



AT&T  
721 Beech Ave  
McAllen, TX 78501  
Cell: 956-605-4849  
[ho9555@att.com](mailto:ho9555@att.com)

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished within the parameters of confidentiality limits if AT&T is your vendor of choice.

AT&T will provide the appropriate level of skilled staff and sufficient skill-mix and job class to satisfy the performance terms and obligations of the agreement for services. In the interest of maintaining and enhancing the quality of our relationship, AT&T whenever reasonably possible will consult with Customer regarding the addition or changes in staffing. AT&T will take Customer's advice and consent into consideration in its efforts to maintain the best possible working relationship.

- What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?

**AT&T Response:**

To view the network performance and usage at your AT&T Switched Ethernet Service ports, we recommend that you use commonly available management and diagnostic software.

Viewing your port usage from the perspective of AT&T's network provides an incomplete and potentially inaccurate view of your network architecture and usage. For this reason, we don't provide bandwidth usage reports for AT&T Switched Ethernet Service.

- All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Edinburg, upon expiration or termination of this agreement.
- As part of the Proposal response, the City of Edinburg is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that the City of Edinburg can better determine the final installed number of



services for fiscal year 2016-2017. The City of Edinburg will not be charged separately for this binding post inventory document.

- **NETWORK CAPABILITIES**

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability, redundancy and fault tolerance.

**AT&T Response:**

AT&T Switched Ethernet Service supports six Classes of Service (CoS) that range from real time to non-critical low.

They include the following:

- **Real Time**—5 ms latency, 99.995% Packet Delivery Rate (PDR), and 3 ms jitter
- **Interactive**—13 ms latency, 99.95% PDR, and 10 ms jitter
- **Business Critical High**—20 ms latency, 99.9% PDR, and jitter measurements are not applicable
- **Business Critical Medium**—30 ms latency, 99.9% PDR, and jitter measurements are not applicable
- **Non-Critical High**—50 ms latency, 99.5% PDR, and jitter measurements are not applicable
- **Non-Critical Low1**—latency, jitter, and PDR measurements are not applicable

When you consider the importance of delivering your critical applications, having a CoS agreement is a valuable benefit.

**Redundancy**

For AT&T Switched Ethernet Service, our Alternate Serving Switch diversity option helps you increase your network's survivability by setting up your port in a switch or central office that includes few (or none) of the existing ports for your other AT&T services.

This arrangement supports designs that must meet certain redundancy requirements. It's useful if you have multiple existing ports in one of our switches and want to reduce your dependency on a single switch or help ensure that your ports aren't too heavily concentrated in a single central office. The Alternate Serving Switch option doesn't include a diverse path or network termination equipment (NTE).



When you choose the Alternate Serving Switch diversity option, you get a solution that helps you avoid potential single points of failure.

### **Fault tolerance**

The core network of AT&T Switched Ethernet Service helps ensure that your data reaches its destination by providing highly reliable transport that includes built-in redundancy.

The service's core Multiprotocol Label Switching (MPLS) network uses carrier-grade switches that we connect via dual, diverse connections. The switch design incorporates dual DC power and dual supervisor cards so that each switch continues to function even if the terminating card, fiber loop, network termination equipment (NTE), or customer premises equipment (CPE) fails.

This means that even if a switch fails, you get reliable transport for your data.

**COST PROPOSAL** - Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services, if applicable.

The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.

All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.

### **AT&T Response:**

AT&T will hold the prices quoted for a period of 90 days and will endeavor to extend this period to the length of time as requested by this document.

During the contract term, prices and discounts specifically set forth in the Pricing Schedule shall be stabilized for the Pricing Schedule Term, unless the Pricing Schedule states otherwise. Prices and discounts set forth in AT&T's Service Publications and not in the Pricing Schedule are not stabilized. Notwithstanding the foregoing, prices under the agreement do not include taxes, surcharges, recovery fees, customs clearances, duties,

levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges), and such taxes and similar charges are not stabilized.

Describe available billing assistance.

**AT&T Response:**

For AT&T Switched Ethernet (ASE) service, several online tools are available through the AT&T BusinessDirect® portal.

These tools include

- Report and Track Troubles (AT&T BusinessDirect® eMaintenance)
- View BusinessDirect Map
- View Global Performance Reports
- View, Analyze and Pay Your Bill (AT&T BusinessDirect® eBill)

This means that you can access tools to manage your network and account 24x7.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the City of Edinburg, vendor will provide adjustment of charges within two billing cycles of notification.

**AT&T Response:**

We manage bill disputes via AT&T BusinessDirect®.

If you discover a billing error, you should submit your dispute to AT&T's Customer Care Center via BusinessDirect. Once we receive it, our Customer Care Center will evaluate your request and put the disputed charges in a no-treat status while investigating the dispute.

A Customer Care representative will notify you of the resolved dispute via BusinessDirect. This notification will include details as to whether an adjustment was issued or charges are being sustained. If we're unable to resolve the dispute within 30 days, you can escalate the dispute to the Business Manager.

After we've resolved the dispute, you must pay the bill (consistent with the resolution) within ## days (as determined by your state's public utility commission) of AT&T's



resolution notice. If you fail to pay within that timeframe, we may impose interest charges calculated from the date that payment was originally due, at the lower rate of 1.5% per month (18% per annum) or the maximum rate allowed by law, plus reasonable attorney's fees.

This means that, by using our online tool, we can quickly address and correct your billing disputes.

Contractor must provide policy regarding the issuing of credits.

#### **AT&T Response:**

For interruptions to your AT&T Switched Ethernet Service (ASE), AT&T applies Service Level Agreement (SLA) credits upon request.

We consider a service interruption to be when service becomes completely unusable because a facility component fails. An interruption period starts when you report an inoperative service to AT&T and ends once AT&T restores the service.

We calculate the credit allowance for an interruption or a series of interruptions on the applicable monthly rate for the interrupted ports. This includes the other rate elements associated with the port such as the Committed Information Rate (CIR) and the repeater.

Credits are subject to the following terms and conditions:

- Credits aren't applicable to other ports on the network that weren't interrupted—even if they were unable to connect to an interrupted port.
- Credits aren't allowed for an interruption period of less than 30 minutes.
- We credit interruptions of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each such period or fraction thereof.

#### **4.2.7 REFERENCES**

Include five (5) references for customers of similar scope and size as requested by the City of Edinburg. This reference list shall include the following information:

Organization Name

Customer Contact – name, title and contact information Address





Date of work performed

Brief description of work performed

#### 4.2.8 EXCEPTIONS TO THE RFP

Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

##### AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically responded to any individual provision in the RFP.

In the event that AT&T is chosen as the Customer's vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with the Customer that includes certain of the Customer Terms and Conditions incorporated into the Proposed Contract Documents.

#### 4.2.9 COPIES

One (1) original and two (2) copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

#### 4.2.10 REQUIRED ATTACHMENTS

## 5. EVALUATION AND SELECTION PROCEDURE

### 5.1 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to the City of Edinburg, considering price and technical factors set forth herein. The City's evaluation committee will make the final determination about acceptability of proposals.

### 5.2 EVALUATION PROCESS

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail or e-mail at the discretion of the City of Edinburg. During the evaluation process, the evaluation committee may request technical assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the City of Edinburg.

#### AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

Regarding the waiver of minor irregularities, AT&T agrees, except to the extent the waiver of minor irregularities portions of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.



Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of the City of Edinburg, the City may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the City of Edinburg considering both price and technical factors set forth in this RFP.

### 5.3 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

#### AT&T Response:

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

Regarding the waiver of minor irregularities, AT&T agrees, except to the extent the waiver of minor irregularities portions of this provision as used here and throughout this RFP implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.

Total maximum score is 100 points. Award is to the highest scoring Vendor.

The City of Edinburg evaluates and weighs the follow criteria when evaluating Vendor's responses. These standards are listed in descending order of importance.

Evaluation Criteria	Weight
Cost effectiveness of service	40 points



Evaluation Criteria	Weight
Vendor proposal meets minimum specifications	20 points
Comprehensive implementation plan designed to minimize disruption of business activities and to ensure business continuity	15 points
References, experience and capabilities of Vendor	25 points

**AT&T Response:**

AT&T has read and understands.

## APPENDIX A.

### SPECIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Edinburg shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City may find said Vendor in default.

#### AT&T Response:

The information described in the Proposal is not intended to be the final expression between the parties. AT&T reserves the right to negotiate the terms and conditions of the contract. The information contained in this Proposal, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the Customer to the extent agreed to by both parties. Upon being awarded the business, the parties shall enter into good faith negotiations of the final contract.

#### 1. REQUEST FOR PROPOSALS (RFP)

- a) DIRECTIONS: The City of Edinburg invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b) DEFINITIONS: For the purpose and clarity of this document only, "City" will mean the City of Edinburg. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested Vendor, and/or contractor, proposer that responds to this RFP.

#### 2. GENERAL REQUIREMENTS

- a) AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of the City, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b) TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to

any or to each of the various City offices, whichever is specified, in quantities to be determined subsequent to the award.

- c) **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. However, the City of Edinburg will allow the vendors to submit pricing for each Data service for "Bandwidth Minimum Requested" and also "Bandwidth Maximum Preferred" for 1Gbps option for all City of Edinburg fiber locations. In this case, the Vendor is able to submit both requested prices. **The City of Edinburg prefers data and internet bandwidth 1Gbps Speed.** If said Vendor should submit more than one price on any items other than just specified, all prices for that item will be rejected.

Technical Questions should be addressed to:

Leo Gonzales Jr.  
Information Technology Department  
[lgonzales@cityofedinburg.com](mailto:lgonzales@cityofedinburg.com)  
(956) 388-8201

- d) **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City of Edinburg. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- e) **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- f) **PRODUCT/SERVICE OFFERED BY THE VENDOR:** The product/service offered by the Vendor shall be the latest version of the product/service. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to the City of Edinburg a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- g) **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true

intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the City of Edinburg, which would provide sufficient data to enable the City to judge the Vendor's compliance with the specifications.

- h) **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the City of Edinburg to the specification as written. Any deviation by the awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the services and/or equipment.

**AT&T Response:**

Notwithstanding anything contained in this RFP to the contrary, AT&T submits this RFP response subject to the provisions of this Response. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically responded to any individual provision in the RFP.

In the event that AT&T is chosen as the Customer's vendor of choice, AT&T is fully prepared to negotiate a contract in good faith with the Customer that includes certain of the Customer Terms and Conditions incorporated into the Proposed Contract Documents.

- i) **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City of Edinburg. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of the City, assign any of the monies payable under the contract.





**AT&T Response:**

All terms and conditions relating to subcontracting shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.6 ("Assignment and Subcontracting") of the Unified Agreement.

**3. PRICES**

- a) **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b) **UNITSO F MEASURE:** Wherever the City of Edinburg indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of the City to determine whether the Vendor's price will be recalculated. The City will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c) **DELIVERY/INSTALLATIONCHARGES:** All prices shall include all delivery/installation charges.
- d) **PRICE REDUCTIONS:** The City of Edinburg reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- e) **TAXES:** Taxes shall be excluded in the bid. The City of Edinburg is a tax exempt organization and will supply a tax exempt certificate upon request. To receive a copy of the tax exempt certificate, vendor may contact the City Purchasing Department - Ms. Lorena Fuentes, [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com), 956-388-1895.

**AT&T Response:**

All terms and conditions relating to payment of taxes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

**4. ITEM DELIVERY**





- a) **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for the City of Edinburg shall be delivered F.O.B. Destination. All deliveries of equipment that must be located inside the building, must be delivered Monday through Friday with the exception of holidays, to offices – between 8:30 a.m. and 4:00 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc. from the premises after delivery and setup of any equipment. The Awarded Vendor shall be liable for the full replacement value of any delivery item that is damaged.

**AT&T Response:**

AT&T will not agree to an FOB Destination provision, as the terms of the Proposed Contract Documents and associated pricing quoted herein assumes FOB Shipping. However, if FOB Destination is required, AT&T is willing to negotiate such terms with the understanding that the final prices (not reflected in this bid Response) may increase as a result.

**5. GUARANTEE AND WARRANTIES**

**AT&T Response:**

All terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 6 ("Limitations of Liability and Disclaimers") of the Unified Agreement and all subsections thereto.

- a) **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the City of Edinburg. Vendor expressly warrants that:
- The equipment to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, or representation; that this warranty shall survive acceptance and payment for the equipment; and that the Vendor will bear the cost of inspection of all equipment rejected;
  - The Vendor hereby provides a warranty of authorization as to all equipment and services.
- b) **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all equipment furnished by it for a period of one year from the date of acceptance, i.e. delivery and installation, unless a long period of warranty is specified in the General Terms and Conditions attached to the RFP.



**AT&T Response:**

All terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 6 ("Limitations of Liability and Disclaimers") of the Unified Agreement and all subsections thereto.

- c) **EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of the City of Edinburg are due to faulty design, installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or replace said equipment to the complete satisfaction of the City. These repairs and/or replacement(s) shall be made at such times as will be designated by the City to avoid any interruption to business continuity.
- d) **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

**AT&T Response:**

All terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 6 ("Limitations of Liability and Disclaimers") of the Unified Agreement and all subsections thereto.

**6. PROPOSAL SUBMISSION**

- a) **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.

**AT&T Response:**

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order.

AT&T's proposal hereunder, including the rates, discounts, credits or other terms contained in this proposal, was formulated based upon the scope of work that AT&T is



proposing. Any changes, additions or deletions after submission to the products, services, quantities, revenue commitments, or term of the proposed arrangement will require mutual agreement/adjustment to the final configuration and to the pricing and implementation schedule.

- b) **SUBMISSION:** Proposals must be delivered to the City of Edinburg: Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c) **FORMAT:** Signed proposals must be delivered in sealed packaging and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The City of Edinburg shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d) **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e) **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- f) **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and Conditions of this RFP. Such documents are required by local, state, or federal funding agencies of the City of Edinburg as part of the bidding process.
- g) **PROPOSAL PREPARATION FEES:** The City of Edinburg will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.



- h) PROPOSAL EVALUATION: Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions.
- i) RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made to the City of Edinburg in accordance with the General Terms and Conditions.
- j) RIGHT TO PROTEST: Any Vendor or Vendor who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the City of Edinburg. The protest shall be submitted in writing to the City within five (5) business days after the basis for protest is known or should have been known.
- k) CONTRACT TERMS: The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.
- l) COMMENCEMENT OF SERVICES: The City of Edinburg shall have no obligation to pay for services performed before the contract is signed or after it ends. The City shall have no obligation to pay for services in excess of the monetary amount of the award. The City shall have no obligation to pay for services until all services are installed, tested and put into production for all City facilities. The City shall have no obligation to pay for services before a purchase order/invoice is issued.

## 7. ADDENDA

- a) INQUIRIES: No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and Conditions, inquiries are to be sent in writing to:

City of Edinburg  
Attn: Ms. Lorena Fuentes, Purchasing Agent  
415 W. University Drive  
Edinburg, Texas 78540  
[lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)  
956-388-1895

Please include in the Subject matter as, "INQUIRY" and the RFP name and number must be noted on the envelope or in the Subject field if sending inquiry by email.



- b) **ISSUANCE:** Any change to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligation(s) under this RFP as amended by all addenda. All addenda so issued shall become a part of the award.

## 8. ANNULMENTS AND RESERVATIONS

- a) **RIGHT TO REJECT:** The City of Edinburg reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The City reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the City also reserves the right not to order any item(s) within the specification(s).
- b) **WAIVER OF TECHNICAL DEFECTS:** The City of Edinburg reserves the right to waive technical defects, if in its judgment the interest of the City shall so require.
- c) **CONTRACT RESERVATIONS:** The City of Edinburg reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The City of Edinburg materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The City of Edinburg to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or governmental restrictions, The City of Edinburg reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental action, The City of Edinburg reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

### AT&T Response:

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 ("Suspension and Termination") of the Unified Agreement and all subsections thereto.



## 9. TERMINATION OF CONTRACT

- a) **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The City of Edinburg may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds or office closure(s) with thirty (30) days written notice to the Vendor. The City of Edinburg, shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b) **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The City of Edinburg. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

### AT&T Response:

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 8 ("Suspension and Termination") of the Unified Agreement and all subsections thereto.

## 10. CONTRACT TERMS AND CONDITIONS

- a) **SUBMISSION OF INVOICES:** Vendor agrees to accept the line item price on the purchase order/invoice as final payment. All invoices are to be submitted promptly showing: Purchase Order/Invoice number and name and address of recipient and mailed to The City of Edinburg Finance Department, P.O. Box 1079, Edinburg, Texas 78540-1079 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material/equipment to the appropriate location at the time of delivery.

### AT&T Response:

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

- b) **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify The City of



Edinburg Purchase Order Number, line item number and item description(s) or services shall be listed in the same order as on the Proposal and/or Purchase Order.

**AT&T Response:**

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

Should the parties agree that the method of purchase for any products/services provided under this RFP shall be via the City's purchase order, such purchase orders must clearly provide that the purchase is made pursuant to the mutually agreed contract documents and is not subject to the preprinted terms of that purchase order form.

- c) PARTIAL PAYMENTS: Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.

**AT&T Response:**

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

- d) LATESUBMISSION OF INVOICES: The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the materials/equipment have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when materials/equipment were accepted by The City of Edinburg, then The City shall have no obligation to pay for the stale invoice(s).

**AT&T Response:**

All terms and conditions relating to pricing and invoicing shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4 ("Pricing and Billing") of the Unified Agreement and all subsections thereto.

Should the parties agree that the method of purchase for any products/services provided under this RFP shall be via the City's purchase order, such purchase orders must clearly provide that the purchase is made pursuant to the mutually agreed





contract documents and is not subject to the preprinted terms of that purchase order form.

All terms and conditions relating to disputes shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 4.5 ("Delayed Billing; Disputed Charges") of the Unified Agreement.

- e) **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of The City of Edinburg.

**AT&T Response:**

All terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 5 ("Confidential Information") of the Unified Agreement and all subsections thereto.

- f) **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless The City of Edinburg and its employees from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against The City of Edinburg and their respective appointed officials and employees, arising as a result of any direct or indirect, willful, or negligent act or omission of the consultant or its employees, agents or volunteers.

**AT&T Response:**

All terms and conditions relating to indemnification and holding the Customer harmless shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 7 ("Third Party Claims") of the Unified Agreement and all subsections thereto.

- g) **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall provide proof of commercial liability insurance and coverage amounts. Such insurance shall include contractual liability insurance. If applicable, Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a defined limit and provide proof of such insurance, in the event the service delivered pursuant to





this RFP, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this RFP shall mean any services provided by a licensed professional.

- h) **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of The City of Edinburg. Any attempt to do so without such consent shall be null and void of no effect.

**AT&T Response:**

All terms and conditions relating to assignment shall be as set forth in the Proposed Contract Documents, in particular the Pricing Schedule(s) and Section 10.6 ("Assignment and Subcontracting") of the Unified Agreement.

- i) **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j) **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The City of Edinburg and made available by the Vendor to The City of Edinburg and/or its designated agent(s) at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulation(s).

**AT&T Response:**

Legal and regulatory requirements restrict AT&T from disclosing certain information to third parties. Accordingly, the following approach to audit is proposed:

Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's confidential information. Customer shall cause any person retained for this purpose to execute a non-disclosure



agreement. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.

AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.

AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or confidential information of other AT&T customers or other AT&T Confidential Information that is not relevant to the purposes of the review.

- k) **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing building, equipment, and property at The City of Edinburg offices and all material furnished by The City of Edinburg ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to The City as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

**AT&T Response:**

AT&T will repair or replace any damage to the Customer's premises directly resulting from the installation effort caused by AT&T or its agents, as promptly as reasonably practicable, returning the site to its pre-installation condition, ordinary wear and tear excepted. All other terms and conditions relating to working on the Customer's premises shall be as set forth in the Proposed Contract Documents.

- l) **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Logo of The City of Edinburg in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law and/or regulations), without the prior written consent of The City of Edinburg, which consent will not be unreasonably withheld. Purchase by The City of Edinburg of any service does not imply that The City has either adopted or endorsed the product of service, and the use by any manufacturer. Vendor, merchant or other person of the name or logo of The City of Edinburg in any advertisement that they are furnishing products or services is not authorized.



## APPENDIX B.

### LIST OF THE CITY OF EDINBURG OFFICES RECEIVING TELECOMMUNICATION, DATA AND INTERNET SERVICES

City Office	Street Address	Type of Service	Speed
City Hall	415 W. University Drive	ASE	250Mbps
		Internet	100Mbps Up/Down
		Internet - Guest	50Mbps Up/Down
		PRI and DIDs - Full Span	
Police Department	1702 S. Closner Blvd	ASE	50Mbps
		T1 - Backup Internet	3Mbps
		PRI and DIDs - Full Span	
Solid Waste Mgmt	8601 N. Jasman Rd	ASE	50Mbps
		PRI and DIDs - Full Span	
Service Center	1201 N Doolittle Road	ASE	50Mbps
Parks & Recreation	315 E. Palm Drive	ASE	50Mbps
World Birding Center	714 S. Raul Longoria Rd	ASE	10Mbps
Edinburg Airport	1300 E. FM 490	ASE	5Mbps
Fire Department	212 W. McIntyre	T1 - Backup Internet	3Mbps
		PRI and DIDs - Full Span	



# THE CITY OF EDINBURG

## REQUEST FOR PROPOSAL ADDENDUM NUMBER ONE (1)

**DATE:** FEBRUARY 10, 2017

**RE:** RFP #2017-013 - TELECOMMUNICATIONS, DATA AND INTERNET SERVICES

**OWNER:** CITY OF EDINBURG

**TO:** HOLDERS OF RFP, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

The following changes shall become part of the Request for Proposals for **RFP #2017-013- TELECOMMUNICATIONS, DATA AND INTERNET SERVICES.**

**RFP OPENING DATE:** FEBRUARY 20, 2017 @ 3:00 P.M.

**CHANGES:** Addition of line item "Fire Department - PRI" on APPENDIX C.

**REPLACE:** APPENDIX C - QUOTATION PAGE/BID FORM - PRICING with the revised form.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO [lfuentes@citvofedinburg.com](mailto:lfuentes@citvofedinburg.com). PLEASE INCLUDE THIS FORM IN YOUR PROPOSAL.

NAME: Hector Orellana TITLE: Client Solutions Executive 2

COMPANY: AT&T

February 20, 2017

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AT&T Proprietary: The information contained herein is for use by authorized persons only and is not for general distribution.



AT&T



If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.

A handwritten signature in cursive script, reading "Lorena Fuentes", written over a horizontal line.

Lorena Fuentes, Purchasing Agent



## APPENDIX C.

### QUOTATION PAGE/BID FORM – PRICING

City wants to control data speeds at each location.

City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall 415 W. University Dr.	Fiber Service w/Ethernet on Demand Bandwidth	1 Gbps		10Gbps		
Solid Waste Mgmt. 8601 N. Jasman Rd	Fiber Service w/Ethernet on Demand Bandwidth	500Mbps		1Gbps		
Police Department 1702 S. Closner Blvd	Fiber Service w/Ethernet on Demand Bandwidth	100Mbps		1Gbps		
Service Center 1201 N. Doolittle Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Parks & Recreation 315 E. Palm Dr.	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
World Birding Center 714 S. Raul Longoria Rd	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Edinburg Airport 1300 E. FM 490	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
Boys & Girls Club 702 Cullen St	Fiber Service w/Ethernet on Demand Bandwidth	50Mbps		1Gbps		
City Hall	PRI					
Police Dept	PRI					
Solid Waste Mgmt.	PRI					





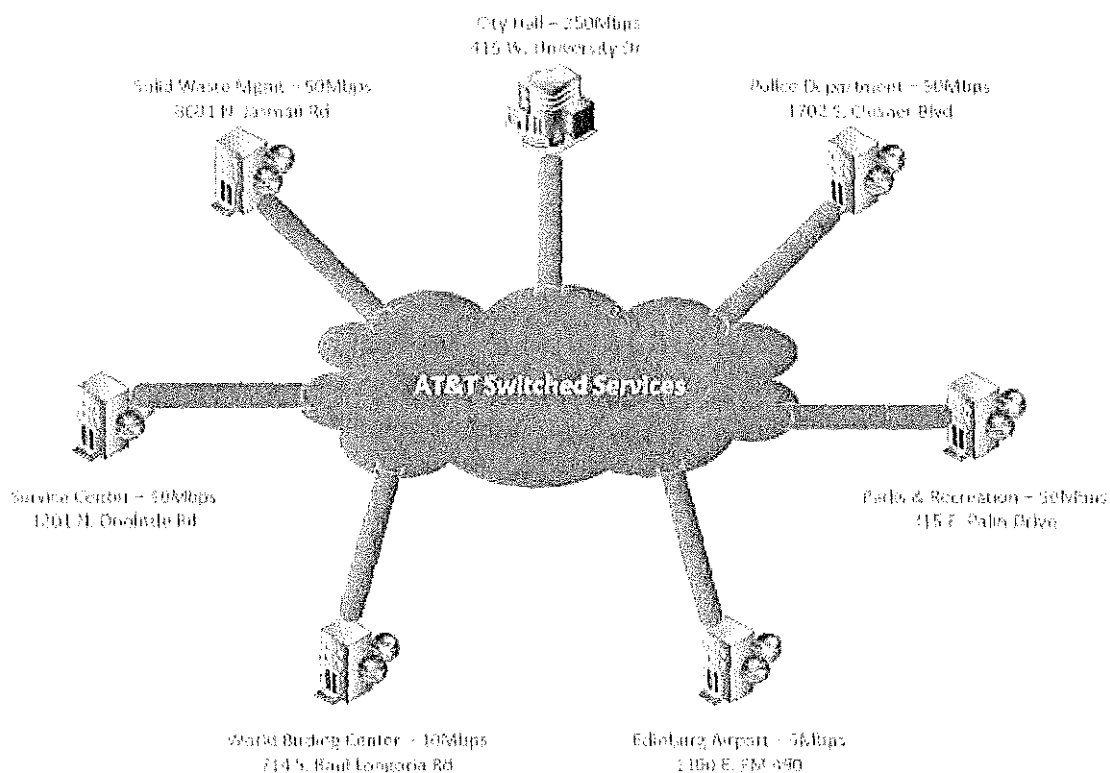
City Office	Type of Service	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs
Fire Department	PRI					
Police Dept	T1 Internet	3Mbps		3Mbps		
Fire Dept	T1 Internet	3Mbps		3Mbps		
City Hall - Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		
City Hall - Guest Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		

Total Cost - Minimum Requested	
Total Cost - Maximum Preferred	



## APPENDIX D.

### CITY OF EDINBURG ASE NETWORK DIAGRAM







## APPENDIX E.

### STATEMENT OF VENDOR'S QUALIFICATION

1. Legal Business Name: AT&T Corp.

2. Business Office Address:

The address of the AT&T Corp. headquarters is One AT&T Way, Bedminster, NJ 07921

City, State, Zip:

Bedminster, NJ 07921

Telephone Number: The phone number of the AT&T Inc. headquarters is 210-821-4105.

Fax Number: AT&T does not have a corporate FAX

URL: www.att.com

3. Business Effective Date: 1885

4. Organized Business Status:

☒ Corporation

☐ Partnership

☐ Individual/Sole Proprietor

☐ Other

5. How many years have you been engaged in the business under your present name?

140 Years

6. What other name(s) if any, has your business/company operated under and taxpayer number used: \_\_\_\_\_

AT&T Response:

Please see AT&T Attachment: Name and logo changes.

7. Please list the names of your personnel authorized to sign legal and binding Bid Documents:



The above statements must be subscribed and sworn before a Notary Public.

Authorized Representative

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: Hector Orellana

TITLE: Client Solutions Executive 2

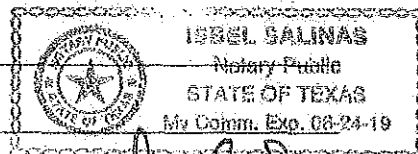
EMAIL ADDRESS: ho9555@att.com

TELEPHONE NUMBER: 956-605-4849

FAX NUMBER: 956-630-8403

Notary Public for State of Texas: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



*[Signature]*



## APPENDIX F. REFERENCES

1. CLIENT NAME: Webb County  
ADDRESS: 1110 Washington, Laredo, Texas 78040  
SERVICES PROVIDED: EaMIS, ASE  
DATE(S) OF SERVICES: 2014-current  
CONTACT NAME & TITLE: Gus Ornelas, IT  
PHONE NUMBER: (956) 523-4893  
EMAIL ADDRESS: gornelas@webbcountytexas.gov
2. CLIENTNAME: Cameron County  
ADDRESS: 954 E. Harrison St. Brownsville, TX 78520  
SERVICES PROVIDED: IP Flex  
DATE(S) OF SERVICES: 2014-Current  
CONTACT NAME & TITLE: Victor Lopez  
PHONE NUMBER: 956-574-8133  
EMAIL ADDRESS: VJLopez@co.cameron.tx.us
3. CLIENTNAME: Harlingen CISD  
ADDRESS: 407 N. 77 Sunshine Strip, Harlingen, TX 78550  
SERVICES PROVIDED: ASE  
DATE(S) OF SERVICES: 2015-Current  
CONTACT NAME & TITLE: James Pearcy, IT Director  
PHONE NUMBER: 9564309540  
EMAIL ADDRESS: james.pearcy@hcisd.org
4. CLIENTNAME: Plaquemines Parish School System



ADDRESS: 1484 Woodland Hwy, Belle Chasse, LA 70037

SERVICES PROVIDED: AT&T Switched Ethernet with Network on Demand

DATE(S) OF SERVICES: 2016-Current

CONTACT NAME & TITLE: Trevor Smith, Director of IT

PHONE NUMBER: (504) 595-6400

EMAIL ADDRESS: trsmith@ppsb.org

5. CLIENTNAME: Tangipahoa Parish Sheriff

ADDRESS: 15475 Club Deluxe Rd., Hammond, La 70403

SERVICES PROVIDED: AT&T Switched Ethernet with Network on Demand

DATE(S) OF SERVICES: 2016-Current

CONTACT NAME & TITLE: Tom Davidson, Technology Director

PHONE NUMBER: 985-902-2007

EMAIL ADDRESS: davidson@tpso.org

**AT&T Response:**

During negotiations or presentations, your AT&T account team will secure customer references.

Most customers do not wish to be contacted directly as references. So, your account team will work to arrange contact or to supply you with direct contact information. Please advise account team to set up the reference calls with them.



## APPENDIX G. CERTIFICATE OF INSURANCE COVERAGE

VENDOR NAME: Subsidiaries of AT&T Inc.ADDRESS: One AT&T Plaza, 208 South Akard, Room 1830.06, Dallas, Texas 75202

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NUMBER: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

Type of Insurance	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide proof of insurance coverage as shown in the General Conditions of the RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID. This can be done by one of the two following methods: Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.

\_\_\_\_\_  
(Authorized Agent's Signature)\_\_\_\_\_  
(Date)**AT&T Response:**

Please see attached Memorandum of Insurance. Certificate of Insurance can be provided if requested as part of award. AT&T can agree to the insurance requirements as indicated by the modifications noted by AT&T.



## APPENDIX H. COST PROPOSAL FORM

(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME: AT&TADDRESS: 721 Beech. Ave.CITY, STATE, ZIP McAllen, TX, 78501PHONE NUMBER: 956-605-4849


TO: THE CITY OF EDINBURG

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication, data and internet services to The City of Edinburg in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

**AT&T Response:**

AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services which are not shown or described in this proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

The information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order.

Printed Name: Hector Orellana Signature: Title: Client Solutions Executive 2 Date: 2/20/2017



## ATTACHMENTS

### APPENDIX C. - QUOTATION PAGE/BID FORM – PRICING

ASEoD Information Documents

IP Flex Information Documents

ADI Information Documents

Misc.

**APPENDIX C.  
QUOTATION PAGE/BID FORM – PRICING**

City wants to control data speeds at each location.

City Office	Address	City	State	Zip	Type of Service	AT&T Service Proposed	Bandwidth Minimum Requested	Price/Monthly Recurring Cost	Bandwidth Maximum Preferred	Price/Monthly Recurring Cost	Installation Costs	Term
City Hall	415 W. UNIVERSITY DR	Edinburg	TX	78539	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	1Gbps	\$1,733.26	10Gbps	\$5,340.18		36
Solid Waste Mgmt	8601 N JASMAN RD	Edinburg	TX	78542	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	500Mbps	\$921.67	1Gbps	\$1,132.76		36
Police Department	1702 S CLOSNER BLVD	Edinburg	TX	78539	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	100Mbps	\$595.04	1Gbps	\$1,132.76		36
Service Center	1201 N. Doolittle Rd	Edinburg	TX	78542	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	50Mbps	\$537.90	1Gbps	\$1,132.76		36
Parks and Rec	315 E PALM DR	Edinburg	TX	78539	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	50Mbps	\$537.90	1Gbps	\$1,132.76		36
World Birding Center	714 S RAUL LONGORIA RD	Edinburg	TX	78542	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	50Mbps	\$537.90	1Gbps	\$1,132.76		36
Edinburg Airport	1300 E FM 490	Edinburg	TX	78541	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	50Mbps	\$537.90	1Gbps	\$1,132.76		36
Boys & Girls Club	702 Cullen St	Edinburg	TX	78541	Fiber Service w/Ethernet on Demand Bandwidth	AT&T Switched Ethernet on Demand *Please see pricing detail below*	50Mbps	\$537.90	1Gbps	\$1,132.76		36
City Hall	415 W. UNIVERSITY DR	Edinburg	TX	78539	PRI	IP Flex Reach (BVoIP) w/1 Gig Internet Bundle	1Gbps Up/Down	\$2,984.75	1Gbps Up/Down	\$2,984.75	\$750.00	36
Police Department	1702 S CLOSNER BLVD	Edinburg	TX	78539	PRI	IP Flex Reach (BVoIP) w/3 Mbps Internet Bundle	3 Mbps	\$806.20	3 Mbps	\$806.20	\$0.00	36
Solid Waste Mgmt	8601 N JASMAN RD	Edinburg	TX	78542	PRI	IP Flex Reach (BVoIP) w/1.5 Mbps Internet Bundle	1.5 Mbps	\$492.55	1.5 Mbps	\$492.55	\$0.00	36
Fire Department	212 W MCINTYRE ST	Edinburg	TX	78541	PRI	IP Flex Reach (BVoIP) w/3 Mbps Internet Bundle	3 Mbps	\$806.20	3 Mbps	\$806.20	\$0.00	36
Police Department	1702 S CLOSNER BLVD	Edinburg	TX	78539	T1-INTERNET	Included with IP Flex Reach (BVoIP) Service listed above	3 Mbps	N/A	3 Mbps	N/A	N/A	36
Fire Department	212 W MCINTYRE ST	Edinburg	TX	78541	T1-INTERNET	Included with IP Flex Reach (BVoIP) Service listed above	3 Mbps	N/A	3 Mbps	N/A	N/A	36
City Hall	415 W. UNIVERSITY DR	Edinburg	TX	78539	FIBER - INTERNET SERVICE	Included with IP Flex Reach (BVoIP) Service listed above	1Gbps Up/Down	N/A	1Gbps Up/Down	N/A	N/A	36
City Hall	415 W. UNIVERSITY DR	Edinburg	TX	78539	FIBER - GUEST INTERNET SERVICE	Ethernet Access over AT&T Dedicated Internet (EaADI)	1Gbps Up/Down	\$2,470.25	1Gbps Up/Down	\$2,470.25	\$0.00	36
Total Cost - Minimum Requested							\$13,499.42					
Total Cost - Maximum Preferred							\$20,829.45					

**Notes:**

AT&T Switched Ethernet on Demand - CIR speeds managed through AT&T Business Direct Portal by Company Admin  
Please see following ASEoD pricing table for all CIR/CoS pricing elements

For the AT&T Switched Ethernet Service: Multicast Traffic - is used to refer to Ethernet frames that are forwarded, in a point to multipoint fashion, across the network to multiple recipients that belong to groups that are identified using any of the multicast Ethernet addresses defined by the Internet Assigned Numbers Authority (IANA) as Internet Multicast. Can be used when Voice and Video multicast traffic is required.



**APPENDIX C.**  
**QUOTATION PAGE/BID FORM – PRICING**

**AT&T Switched Ethernet on Demand Details**

<b>PORT RATES</b>					
<b>1G Port</b>					
<b>CIR RATES</b>	<b>Non Critical High</b>	<b>Business Critical Medium</b>	<b>Business Critical High</b>	<b>Interactive</b>	<b>Real Time</b>
2 Mbps CIR	\$ 305.59	\$ 308.73	\$ 327.58	\$ 348.00	\$ 358.99
4 Mbps CIR	\$ 321.84	\$ 325.00	\$ 343.94	\$ 361.31	\$ 372.35
5 Mbps CIR	\$ 351.12	\$ 357.47	\$ 373.35	\$ 389.24	\$ 401.95
8 Mbps CIR	\$ 395.18	\$ 402.00	\$ 417.34	\$ 430.98	\$ 446.32
10 Mbps CIR	\$ 425.30	\$ 435.50	\$ 469.50	\$ 503.50	\$ 523.90
20 Mbps CIR	\$ 490.82	\$ 503.67	\$ 535.80	\$ 567.93	\$ 593.64
50 Mbps CIR	\$ 537.90	\$ 552.75	\$ 585.75	\$ 618.75	\$ 650.10
100 Mbps CIR	\$ 595.04	\$ 615.06	\$ 648.44	\$ 681.82	\$ 715.20
150 Mbps CIR	\$ 745.45	\$ 771.79	\$ 797.33	\$ 822.45	\$ 867.04
250 Mbps CIR	\$ 819.45	\$ 849.70	\$ 930.36	\$ 1,011.02	\$ 1,069.50
400 Mbps CIR	\$ 880.42	\$ 914.01	\$ 993.05	\$ 1,072.09	\$ 1,135.32
500 Mbps CIR	\$ 921.67	\$ 956.83	\$ 1,034.97	\$ 1,113.11	\$ 1,179.53
600 Mbps CIR	\$ 1,024.13	\$ 1,064.23	\$ 1,153.98	\$ 1,216.99	\$ 1,287.64
1000 Mbps CIR	\$ 1,132.76	\$ 1,179.61	\$ 1,254.57	\$ 1,329.53	\$ 1,410.12

<b>10G PORT</b>					
<b>CIR RATES</b>	<b>Non Critical High</b>	<b>Business Critical Medium</b>	<b>Business Critical High</b>	<b>Interactive</b>	<b>Real Time</b>
1000 Mbps CIR	\$ 1,733.26	\$ 1,780.11	\$ 1,855.07	\$ 1,930.03	\$ 2,010.62
2000 Mbps CIR	\$ 1,951.88	\$ 1,967.76	\$ 1,979.02	\$ 1,990.27	\$ 2,013.99
2500 Mbps CIR	\$ 2,159.81	\$ 2,185.90	\$ 2,205.01	\$ 2,224.12	\$ 2,264.99
4000 Mbps CIR	\$ 3,206.86	\$ 3,288.80	\$ 3,346.64	\$ 3,404.48	\$ 3,527.55
5000 Mbps CIR	\$ 3,468.68	\$ 3,564.40	\$ 3,631.41	\$ 3,698.41	\$ 3,841.81
7500 Mbps CIR	\$ 4,358.58	\$ 4,499.70	\$ 4,600.12	\$ 4,700.54	\$ 4,914.71
9500 Mbps CIR	\$ 5,214.00	\$ 5,400.00	\$ 5,532.00	\$ 5,664.00	\$ 5,946.00
10000 Mbps CIR	\$ 5,340.18	\$ 5,534.40	\$ 5,670.36	\$ 5,806.31	\$ 6,099.14

<b>Multicast</b>	
<b>Core Site</b>	<b>\$70.00</b>

Note: Multicast Traffic - is used to refer to Ethernet frames that are forwarded, in a point to multipoint fashion, across the network to multiple recipients that belong to groups that are identified using any of the multicast Ethernet addresses defined by the Internet Assigned Numbers Authority (IANA) as Internet Multicast. Can be used when Voice and Video multicast traffic is required.



**AT&T**  
**AT&T IP FLEXIBLE REACH with AT&T Dedicated Internet - VoIP/EaADI Proposal**  
**City of Edinburg**  
**SERVICE CHARGES**

**Company:** City of Edinburg  
**Contact:**  
**Phone:**  
**Address:** 415 W. UNIVERSITY DR

**City/State/Zip:** Edinburg, TX 78539  
**Site Location:** 415 W. UNIVERSITY DR (CITY HALL)  
 Version 16.01

**Quote Number:**  
**Quote Date:** 02/20/17  
**Expiration Date:**  
**Account Executive:** Hector Orellana /  
 Ed Rodriguez  
**Delivery Date:**  
**Term:** 36 Months  
**SPIN:**

Qty	Description	Unit List Price	Unit Net Price	Extended Price
<b>VoIP Service Address - 415 University Dr., Texas 78539</b>				
<b>VoIP Calling Plan</b>				
23	AT&T IP Flexible Reach Calling Plan C: Calling Plan Charge	\$70.00	\$10.25	\$235.75
23	IP Flexible Reach Enhanced Features	\$2.00	\$0.00	\$0.00
<b>TN Charges</b>				
1700	Telephone Number Charge	\$0.30	\$0.00	\$0.00
<b>Additional Services-Module Card</b>				
23	Over 12 concurrent calls (13-24 Module Card)	\$10.00	\$0.00	\$0.00
<b>Usage</b>				
6,900	Allotted (Free) US Off-Net Minutes for Plan C per Month	\$0.00	\$0.00	\$0.00
<b>Port &amp; Transport: Ethernet Access over AT&amp;T Dedicated Internet Service (EaADI)</b>				
1	Port Charges - 1 Gbps	\$5,620.00	\$1,405.00	\$1,405.00
1	Transport Charge (Local Channel/Access) - 1 Gbps	\$4,647.53	\$1,344.00	\$1,344.00
<b>AT&amp;T IP Flexible Reach Total Monthly Recurring Charges*</b>				<b>\$2,984.75</b>
*Taxes and regulatory fees are NOT included but may apply.				
<b>Setup and Installation Charges</b>				
1	AT&T IP Flexible Reach Calling Plan C Setup Fee - Per Site	\$250.00	\$0.00	\$0.00
1	Transport Port Charges - 1 Gbps	\$1,500.00	\$750.00	\$750.00
1	Transport Charge (Local Channel/Access) - 10 Mbps	\$0.00	\$0.00	\$0.00
<b>AT&amp;T IP Flexible Reach Total Installation Charges*</b>				<b>\$750.00</b>
*Taxes and regulatory fees are NOT included but may apply.				

**Notes:**

- \* AT&T IP Flex includes Unlimited On-Net Calling, LD Off Net Outbound includes 6,900 Domestic long distance minutes monthly
- \* No fees associated for porting DIDs or Analog POTS telephone numbers to AT&T IP Flex
- \* Handoff for Voice Service will be a PRI RJ45 type handoff and 1000BaseSX MMF Optical Ethernet Handoff for Internet Data services.
- \* For purposes of proposal, 2000 DIDs are being quoted.



**AT&T**  
**AT&T IP FLEXIBLE REACH with AT&T Dedicated Internet - VoIP/ADI Proposal**  
**City of Edinburg**  
**SERVICE CHARGES**

**Company:** City of Edinburg  
**Contact:**  
**Phone:**  
**Address:** 415 W. UNIVERSITY DR

**City/State/Zip:** Edinburg, TX 78539  
**Site Location:** 1702 S CLOSNER BLVD (POLICE DEPT.)  
**Version:** 16.01

**Quote Number:**  
**Quote Date:** 02/20/17  
**Expiration Date:**  
**Account Executive:** Hector Orellana /  
Ed Rodriguez  
**Delivery Date:**  
**Term:** 36 Months  
**SPIN:**

Qty	Description	Unit List Price	Unit Net Price	Extended Price
<b>VoIP Service Address - 1702 S CLOSNER BLVD, Edinburg, Texas 78539</b>				
<b>VoIP Calling Plan</b>				
23	AT&T IP Flexible Reach Calling Plan C: Calling Plan Charge	\$70.00	\$10.25	\$235.75
23	IP Flexible Reach Enhanced Features	\$2.00	\$0.00	\$0.00
<b>TN Charges</b>				
100	Telephone Number Charge	\$0.30	\$0.00	\$0.00
<b>Additional Services-Module Card</b>				
23	Over 12 concurrent calls (13-24 Module Card)	\$10.00	\$0.00	\$0.00
<b>Usage</b>				
6,900	Allotted (Free) US Off-Net Minutes for Plan C per Month	\$0.00	\$0.00	\$0.00
<b>Port &amp; Transport: Ethernet Access over AT&amp;T Dedicated Internet Service (EaADI)</b>				
1	Port Charges - 3 Mbps	\$1,145.00	\$240.45	\$240.45
2	Transport Charge (Local Channel/Access) - (2XT1)	\$462.00	\$165.00	\$330.00
<b>AT&amp;T IP Flexible Reach Total Monthly Recurring Charges*</b>				<b>\$806.20</b>
*Taxes and regulatory fees are NOT included but may apply.				
<b>Setup and Installation Charges</b>				
1	AT&T IP Flexible Reach Calling Plan C Setup Fee - Per Site	\$250.00	\$0.00	\$0.00
1	Transport Port Charges - 3 Mbps	\$2,500.00	\$0.00	\$0.00
1	Transport Charge (Local Channel/Access) - (2XT1)	\$0.00	\$0.00	\$0.00
<b>AT&amp;T IP Flexible Reach Total Installation Charges*</b>				<b>\$0.00</b>
*Taxes and regulatory fees are NOT included but may apply.				

**Notes:**

- \* AT&T IP Flex includes Unlimited On-Net Calling, LD Off Net Outbound includes 6,900 Domestic long distance minutes monthly
- \* No fees associated for porting DIDs or Analog POTS telephone numbers to AT&T IP Flex
- \* Handoff for Voice Service will be a PRI RJ45 type handoff and 100BaseT Electrical Ethernet Handoff for Internet Data services.
- \* For purposes of proposal, 100 DIDs are being quoted.



**AT&T**  
**AT&T IP FLEXIBLE REACH with AT&T Dedicated Internet - VoIP/ADI Proposal**  
**City of Edinburg**  
**SERVICE CHARGES**

**Company:** City of Edinburg  
**Contact:**  
**Phone:**  
**Address:** 415 W. UNIVERSITY DR

**City/State/Zip:** Edinburg, TX 78539  
**Site Location:** 212 W MCINTYRE ST (FIRE DEPT.)  
Version 16.01

**Quote Number:**  
**Quote Date:** 02/20/17  
**Expiration Date:**  
**Account Executive:** Hector Orellana /  
Ed Rodriguez  
**Delivery Date:**  
**Term:** 36 Months  
**SPIN:**

Qty	Description	Unit List Price	Unit Net Price	Extended Price
<b>VoIP Service Address - 212 W MCINTYRE ST, Edinburg, Texas 78541</b>				
<b>VoIP Calling Plan</b>				
23	AT&T IP Flexible Reach Calling Plan C: Calling Plan Charge	\$70.00	\$10.25	\$235.75
23	IP Flexible Reach Enhanced Features	\$2.00	\$0.00	\$0.00
<b>TN Charges</b>				
100	Telephone Number Charge	\$0.30	\$0.00	\$0.00
<b>Additional Services-Module Card</b>				
23	Over 12 concurrent calls (13-24 Module Card)	\$10.00	\$0.00	\$0.00
<b>Usage</b>				
6,900	Allotted (Free) US Off-Net Minutes for Plan C per Month	\$0.00	\$0.00	\$0.00
<b>Port &amp; Transport: Ethernet Access over AT&amp;T Dedicated Internet Service (EaADI)</b>				
1	Port Charges - 3 Mbps	\$1,145.00	\$240.45	\$240.45
2	Transport Charge (Local Channel/Access) - (2XT1)	\$462.00	\$165.00	\$330.00
<b>AT&amp;T IP Flexible Reach Total Monthly Recurring Charges*</b>				<b>\$806.20</b>
*Taxes and regulatory fees are NOT included but may apply.				
<b>Setup and Installation Charges</b>				
1	AT&T IP Flexible Reach Calling Plan C Setup Fee - Per Site	\$250.00	\$0.00	\$0.00
1	Transport Port Charges - 3 Mbps	\$2,500.00	\$0.00	\$0.00
1	Transport Charge (Local Channel/Access) - (2XT1)	\$0.00	\$0.00	\$0.00
<b>AT&amp;T IP Flexible Reach Total Installation Charges*</b>				<b>\$0.00</b>
*Taxes and regulatory fees are NOT included but may apply.				

**Notes:**

- \* AT&T IP Flex includes Unlimited On-Net Calling, LD Off Net Outbound includes 6,900 Domestic long distance minutes monthly
- \* No fees associated for porting DIDs or Analog POTS telephone numbers to AT&T IP Flex
- \* Handoff for Voice Service will be a PRI RJ45 type handoff and 100BaseT Electrical Ethernet Handoff for Internet Data services.
- \* For purposes of proposal, 100 DIDs are being quoted.



**AT&T**  
**AT&T IP FLEXIBLE REACH with AT&T Dedicated Internet - VoIP/ADI Proposal**  
**City of Edinburg**  
**SERVICE CHARGES**

**Company:** City of Edinburg  
**Contact:**  
**Phone:**  
**Address:** 415 W. UNIVERSITY DR

**City/State/Zip:** Edinburg, TX 78539  
**Site Location:** 8601 N JASMAN RD (*SOLID WASTE MGMT*)  
Version 16.01

**Quote Number:**  
**Quote Date:** 02/20/17  
**Expiration Date:**  
**Account Executive:** Hector Orellana /  
Ed Rodriguez  
**Delivery Date:**  
**Term:** 36 Months  
**SPIN:**

Qty	Description	Unit List Price	Unit Net Price	Extended Price
<b>VoIP Service Address - 8601 N JASMAN RD, Edinburg, Texas 78542</b>				
<b>VoIP Calling Plan</b>				
23	AT&T IP Flexible Reach Calling Plan C: Calling Plan Charge	\$70.00	\$10.25	\$235.75
23	IP Flexible Reach Enhanced Features	\$2.00	\$0.00	\$0.00
<b>TN Charges</b>				
100	Telephone Number Charge	\$0.30	\$0.00	\$0.00
<b>Additional Services-Module Card</b>				
23	Over 12 concurrent calls (13-24 Module Card)	\$10.00	\$0.00	\$0.00
<b>Usage</b>				
6,900	Allotted (Free) US Off-Net Minutes for Plan C per Month	\$0.00	\$0.00	\$0.00
<b>Port &amp; Transport: Ethernet Access over AT&amp;T Dedicated Internet Service (EaADI)</b>				
1	Port Charges - 1.5 Mbps	\$540.00	\$91.80	\$91.80
1	Transport Charge (Local Channel/Access) - (T1)	\$462.00	\$165.00	\$165.00
<b>AT&amp;T IP Flexible Reach Total Monthly Recurring Charges*</b>				<b>\$492.55</b>
*Taxes and regulatory fees are NOT included but may apply.				
<b>Setup and Installation Charges</b>				
1	AT&T IP Flexible Reach Calling Plan C Setup Fee - Per Site	\$250.00	\$0.00	\$0.00
1	Transport Port Charges - 1.5 Mbps	\$1,000.00	\$0.00	\$0.00
1	Transport Charge (Local Channel/Access) - (T1)	\$0.00	\$0.00	\$0.00
<b>AT&amp;T IP Flexible Reach Total Installation Charges*</b>				<b>\$0.00</b>
*Taxes and regulatory fees are NOT included but may apply.				

**Notes:**

- \* AT&T IP Flex includes Unlimited On-Net Calling, LD Off Net Outbound includes 6,900 Domestic long distance minutes monthly
- \* No fees associated for porting DIDs or Analog POTS telephone numbers to AT&T IP Flex
- \* Handoff for Voice Service will be a PRI RJ45 type handoff and 100BaseT Electrical Ethernet Handoff for Internet Data services.
- \* For purposes of proposal, 100 DIDs are being quoted.



## AT&T

### Ethernet Access over AT&T Dedicated Internet Service - Guest Internet Proposal

#### City of Edinburg

#### SERVICE CHARGES

Company: City of Edinburg  
Contact:  
Phone:  
Address: 415 W. UNIVERSITY DR

City/State/Zip: Edinburg, TX 78539  
Site Location: 415 W. UNIVERSITY DR (CITY HALL)  
Version 16.01

Quote Number:  
Quote Date: 02/20/17  
Expiration Date:  
Account Executive: Hector Orellana /  
Ed Rodriguez  
Delivery Date:  
Term: 36 Months  
SPIN:

Qty	Description	Unit List Price	Unit Net Price	Extended Price
<b>VoIP Service Address - 415 University Dr., Texas 78539</b>				
<b>Port &amp; Transport: Ethernet Access over AT&amp;T Dedicated Internet Service (EaADI)</b>				
1	EaADI Port Charge - 1 Gbps	\$4,505.00	\$1,126.25	\$1,126.25
1	Transport Charge (Local Channel/Access) - 1 Gbps	\$4,647.00	\$1,344.00	\$1,344.00
<b>AT&amp;T IP Flexible Reach Total Monthly Recurring Charges*</b>				<b>\$2,470.25</b>
*Taxes and regulatory fees are NOT included but may apply.				
<b>Setup and Installation Charges</b>				
1	EaADI Port Charge - 1 Gbps	\$1,500.00	\$0.00	\$0.00
1	Transport Charge (Local Channel/Access) - 1 Gbps	\$0.00	\$0.00	\$0.00
<b>AT&amp;T IP Flexible Reach Total Installation Charges*</b>				<b>\$0.00</b>
*Taxes and regulatory fees are NOT included but may apply.				

#### Notes:

\* Handoff for Guest Internet Service connection will be a 1000BaseSX MMF Optical



Brief

## AT&T Switched Ethernet Service<sup>SM</sup>

### An on-demand network is here

#### A Breakthrough Self-Service Solution for Your Business

AT&T Switched Ethernet Service offers the simplicity, scalability, flexibility and affordability for your switched Ethernet network. Now your network is even stronger with the first of its kind direct access to an intelligent, intuitive, self-service networking solution.

This innovative capability gives you the control to rapidly provision your network services with direct self-service access.

#### Respond Faster With On-Demand Capabilities

AT&T Switched Ethernet Service with a ground-breaking Network on Demand capability that's built on software-defined and virtualization technologies allows you to quickly provision and scale your network.

You can have a simple contract which you may execute online, coupled with a completely digital buying experience and user-friendly, web-based network configuration and management.

Manage your network in near real-time, quickly order more ports, add or change services, scale bandwidth or expand into another state to meet the changing needs of your business.

#### Available Now!

Current AT&T Switched Ethernet customers can start taking advantage of these benefits by utilizing our on-demand hybrid capability that enables the interconnection of existing AT&T Switched Ethernet ports with new on-demand Ethernet ports. This functionality allows your business to bridge two or more previously disparate Ethernet network segments together into a single Ethernet network. You can also use a self-service web portal to manage your hybrid network, add sites, change configurations, and view billing information.

With on-demand capabilities, you can truly focus on your core business – roll out new services and applications quickly and reliably, maximize your workforce productivity and collaboration, and connect to new partners and suppliers securely and effortlessly.

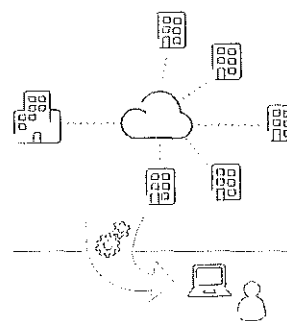
#### Evolving from Physical to Virtual

- Intuitive and fast click-through contracting and ordering
- Add or change network services in near real time
- Provision new ports quickly, often in days or less compared to weeks
- Easily customize services, network topology, and other network features
- Dial up or dial down broadband speeds in near real time instead of hours or days

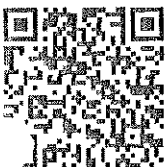
#### Helping you Transform Your Business

- Plan and respond to business needs
- Roll out new services and apps quickly and reliably
- Maximize workforce productivity and collaboration
- Connect to new locations, partners or suppliers in the same state or across different states

### AT&T Switched Ethernet Service on Demand



- [> Fast Installation
- [> Dynamic Bandwidth
- [> Self-Service Portal



Scan this code to learn more.

To learn more about what AT&T Switched Ethernet Service on Demand can do for you, contact your AT&T Representative, or visit us on the web at [www.att.com/ethernet](http://www.att.com/ethernet).

To learn more about AT&T Ethernet Services, visit [www.att.com/ethernet](http://www.att.com/ethernet) or [have us contact you](#).

AT&T Switched Ethernet Service on Demand is offered to customers in AT&T fiber-enabled buildings in AT&T's 21-state ILEC footprint, subject to the availability of suitable facilities. Please contact your account team for more information.

11/20/15 AB-2993-04

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## Product Brief



# AT&T Switched Ethernet Service<sup>SM</sup>

Connecting your business across the metropolitan area network

Your business is changing and whether it is expanding or consolidating, it requires the capabilities to run today's demanding applications like streaming data, email and video content. You want a service that is fast, versatile and will carry your mission-critical data wherever and whenever it is needed. Finding the right solution that fits your need and your budget is critical and many businesses find **AT&T Ethernet** will deliver the performance they need at an affordable price.

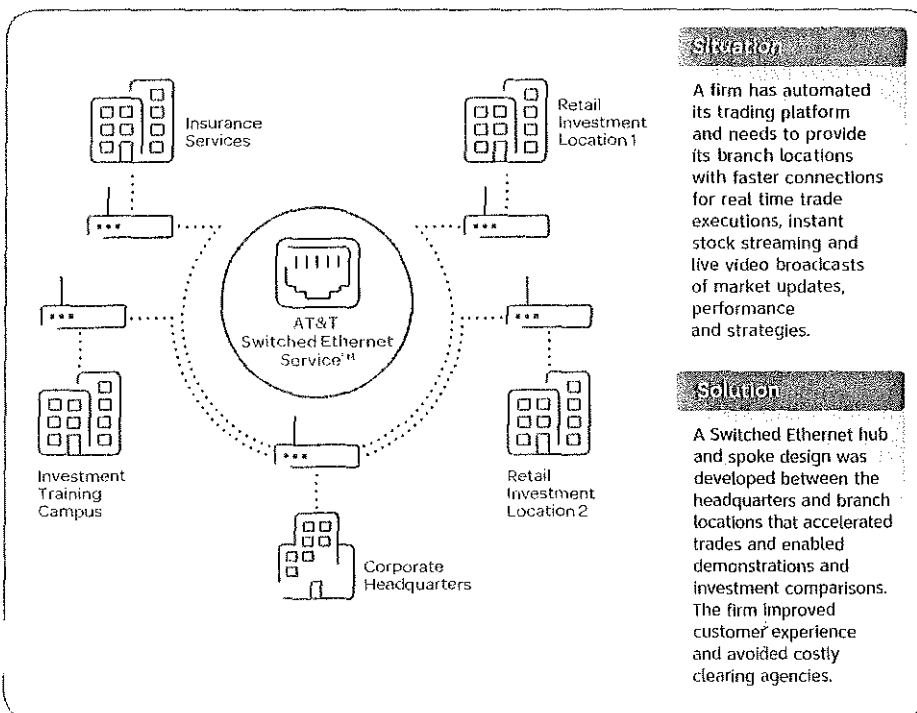
### What is Ethernet?

Ethernet is the predominant computer networking technology on LAN's (Local Area Network) today. It's familiar, easy to use and very compatible with the computers, desktops and other equipment in your office. Most network routers are Ethernet ready. So it's as simple as "Plug and Play" to connect multiple locations together as if they were one LAN.

### Potential Benefits

- Scalable to fit the size of your business
- Simplified network architecture that lets you run multiple applications on a single network
- Cost-effective so you get more from your investment dollars
- Network flexibility to meet your changing business requirements
- High performance to deliver traffic in milliseconds
- Reliability to help ensure continuity in your business

### Switched Ethernet – Hub and Spoke Design



### Features

- Supports application performance with transport speeds from 2 Mbps to 10 Gbps
- Expands your capabilities with Point to Point, Point to Multipoint, or Multipoint configurations
- Virtual LAN connections allow you to set different destinations and priority for each application or department
- Connect all locations together in a single virtual LAN, or enable virtual private lines from remote locations to your head office data center

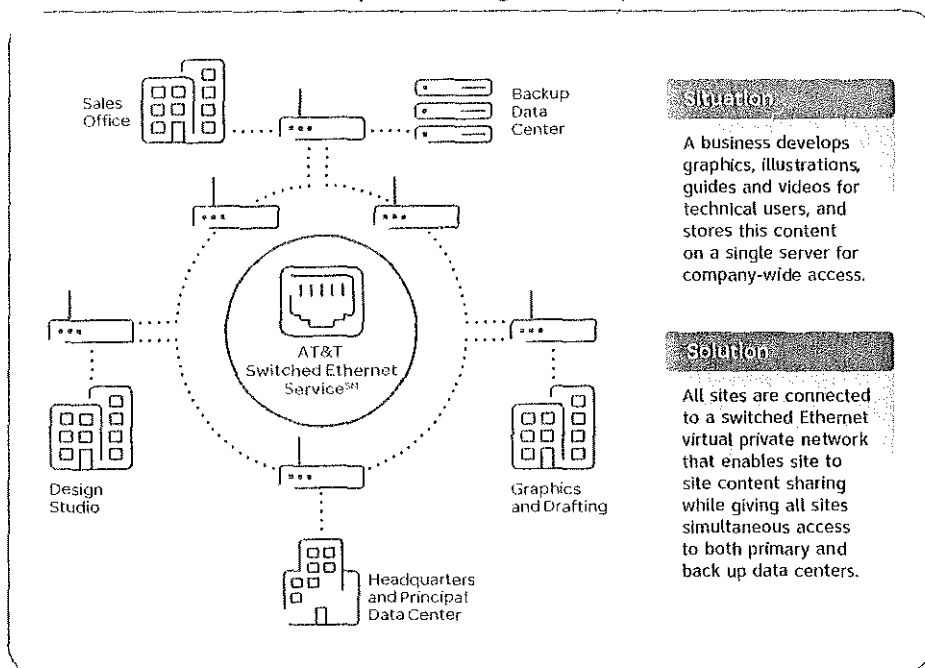
Want to learn more?  
Have us call you.

Share this with  
your peers





## Switched Ethernet – Multipoint Design



### Take the First Step with Switched Ethernet

You already have the first piece of network in place with your Ethernet based LAN. Now you can take the next step toward the future. Connecting your sites together with AT&T Switched Ethernet Service will help ensure the delivery of important voice, data, and video applications to your large and small offices around the metro area. Information networks and transactions are the lifeblood of today's business and AT&T Switched Ethernet Service will open the doors to new possibilities as your business grows and changes. Plus, you'll get stringent service level agreements that will help support your critical applications.

AT&T Switched Ethernet Service uses fiber optic or copper technology to connect each of your offices to our highly secure and protected core Ethernet network. Your network is managed closely to help ensure peak performance for your most vital and delay-sensitive applications. That means important traffic is prioritized and will cross the network in milliseconds. Speed, performance and security are backed by service level agreements designed to provide the stability and continuity your business demands.

**Taking You Beyond the Metro Network**  
We have enhanced AT&T Switched Ethernet Service to connect your locations\* in the same state or in different states.

For example, if you have sites in Dallas and Atlanta, you now will be able to connect them together with an Ethernet Virtual Connection (EVC) without having to purchase a separate service.

### It's the Right Choice for Your Business

AT&T Switched Ethernet Service offers simplicity, scalability, flexibility and affordability. One network design does not fit all, so flexible configurations such as site to site, headquarter to branch offices or fully meshed, enable the network to fit your business. The way your business runs applications and interacts is the way AT&T Switched Ethernet Service can be configured. Build on your existing architecture, use it for back-up or simply use it for a new, more reliable way to communicate.

Maximize your network budget by purchasing the bandwidth needed today while knowing the service can easily be upgraded to higher speeds, from megabits to gigabits. Size each connection based on the content or applications that are in use, knowing you can always modify the speed or performance when necessary.

What you need today may not be what you need tomorrow and you've just found a cost effective solution that will grow with your business.

### For More Information

To learn more about what AT&T Switched Ethernet Service can do for you, contact your AT&T Representative, or visit us on the web at [www.att.com](http://www.att.com).

For more information contact an AT&T Representative or visit [www.att.com/metro-ethernet](http://www.att.com/metro-ethernet).

Share this with your peers



Want to learn more?  
Have us call you.



Scan this code to learn more.

AT&T Switched Ethernet Service is available (where facilities permit) in the service areas of the AT&T local telephone companies in the following states: California, Nevada, Kansas, Oklahoma, Arkansas, Texas, Missouri, Wisconsin, Illinois, Indiana, Michigan, Ohio, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Not all locations or configurations of AT&T Switched Ethernet Service ports can currently support the creation of interLATA EVCs, so this capability may not be available in all areas or for all ports.

05/15/15 AB-2270-03

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# AT&T Network on Demand

delivering  
premier  
*integrated*  
solutions



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# Drivers of On-Demand Networking

## Industry Trends



IoT  
Devices



Video  
Traffic

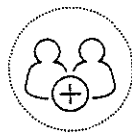


Data  
Produced

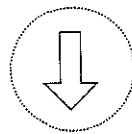


Cloud  
Market

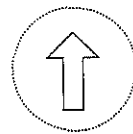
## Customer Needs



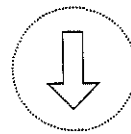
Connect  
Communities



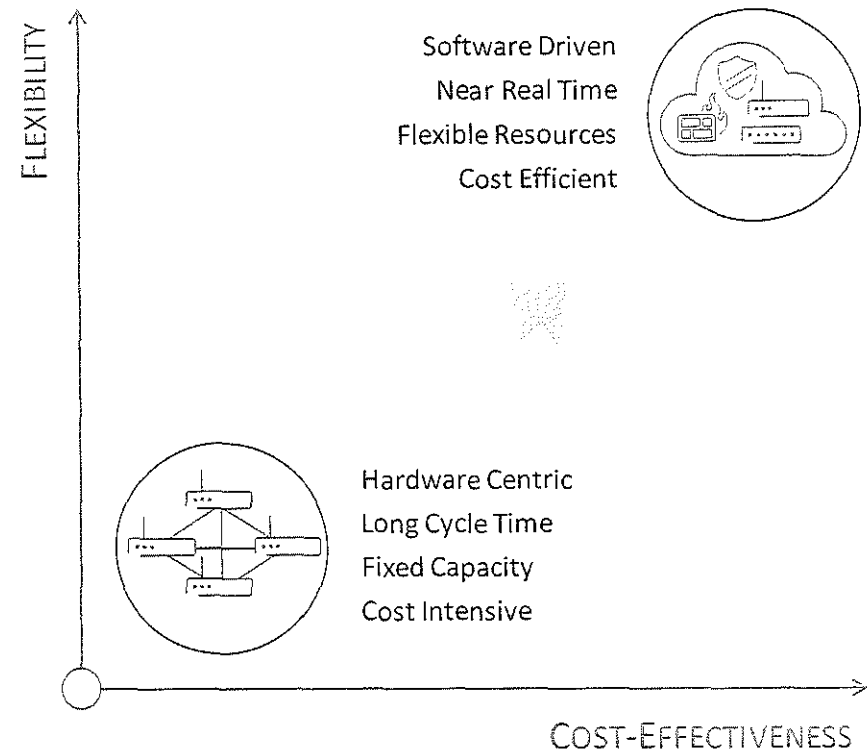
Provisioning  
Cycles



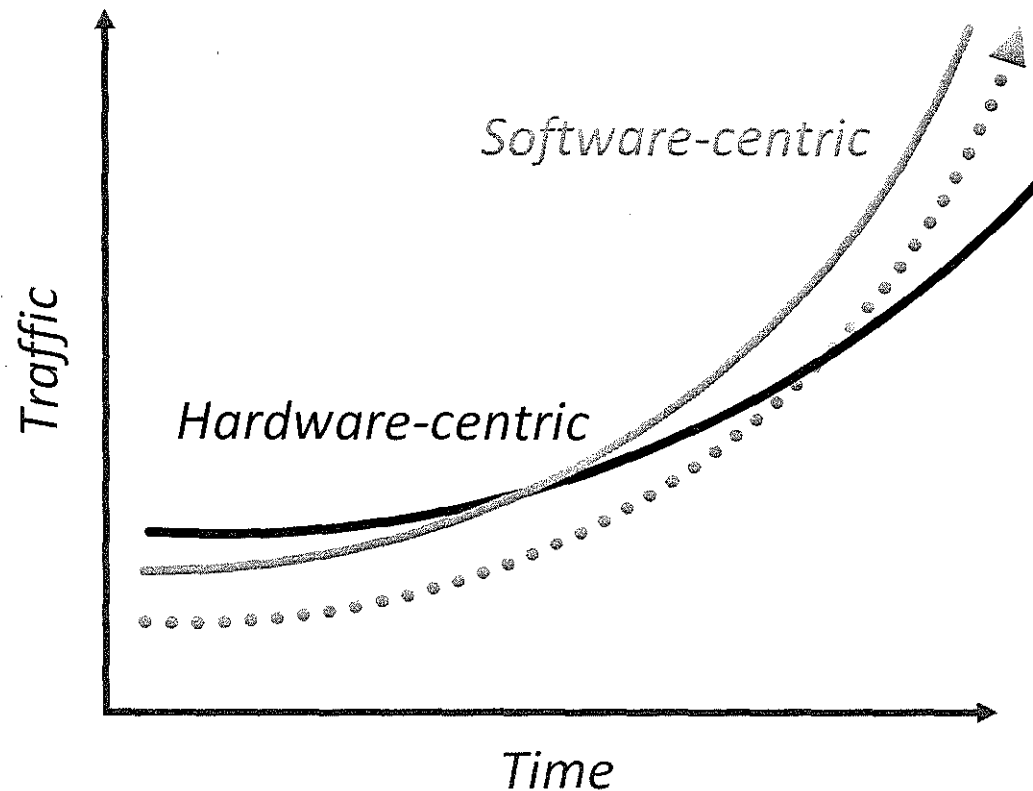
Flexibility  
to Scale



Complexity  
& Cost



## Current Hardware-Centric Architecture



150,000% demand growth  
2007-2015

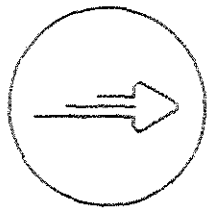
Projected industry growth  
by 2020 - 10X

Traditional build *not* pacing  
with Moore's Law

*Software-centric* scales  
*faster*



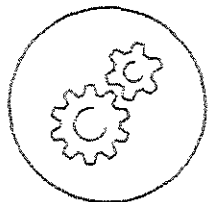
# Investing Across Multiple Dimensions



## Network Access

Project VIP: Fiber, Broadband, LTE

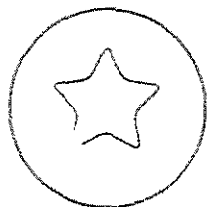
+



## Network Simplification

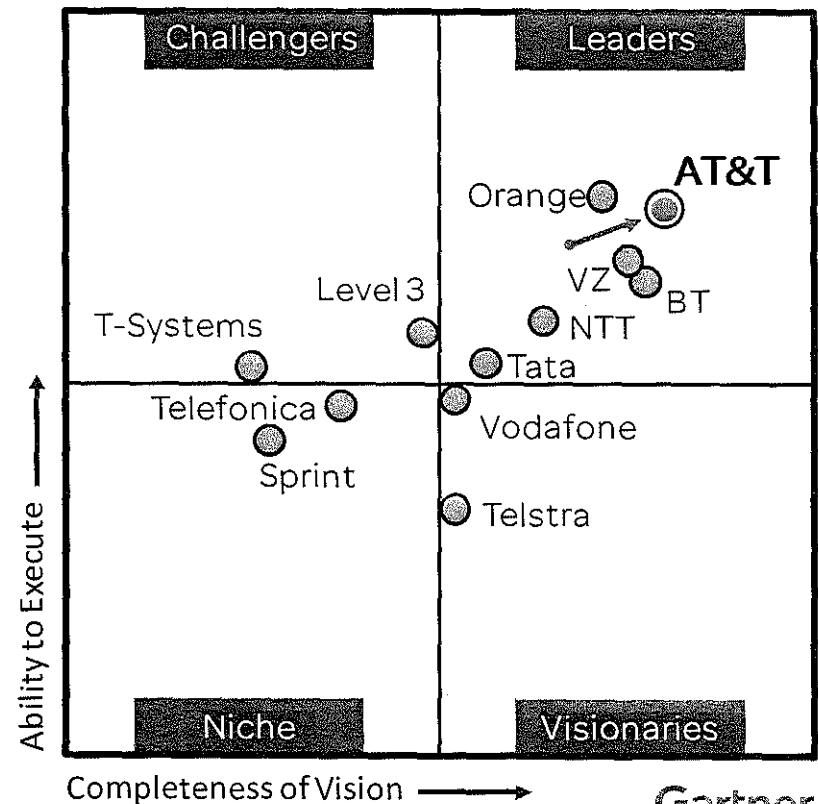
Network Cloud, Domain 2.0

+



## Network on Demand

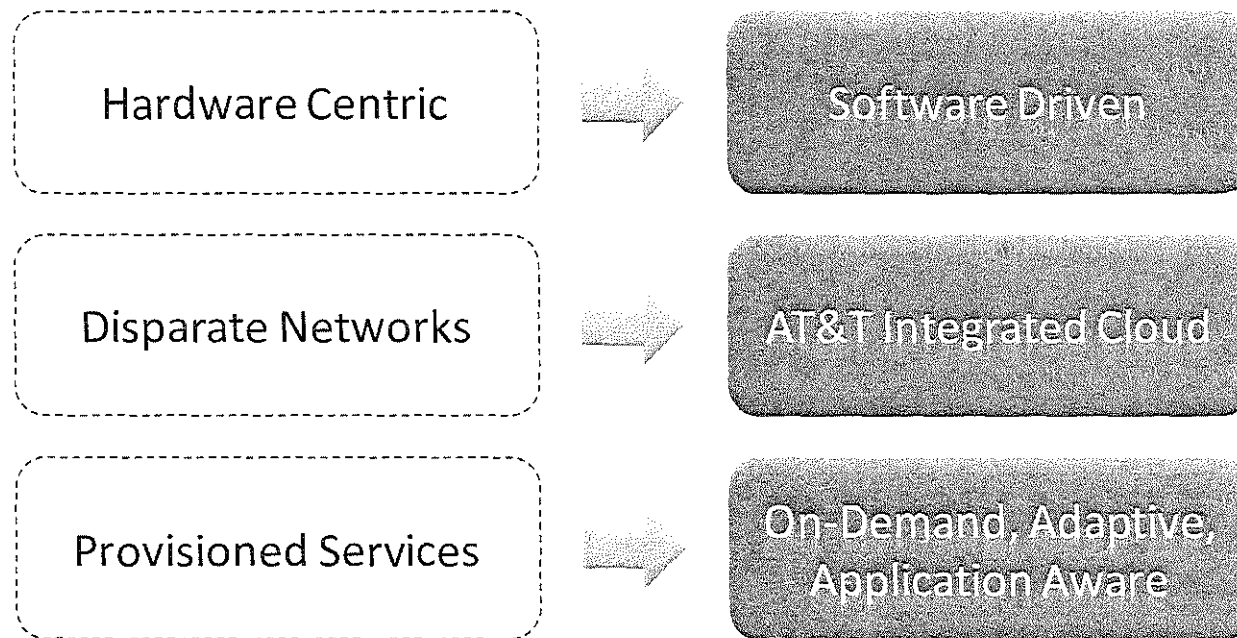
Ethernet, MIS, VPN, Virtual Functions



Gartner



## Building Our On-Demand Platform



Virtualize and software control **75%** of network by 2020

---

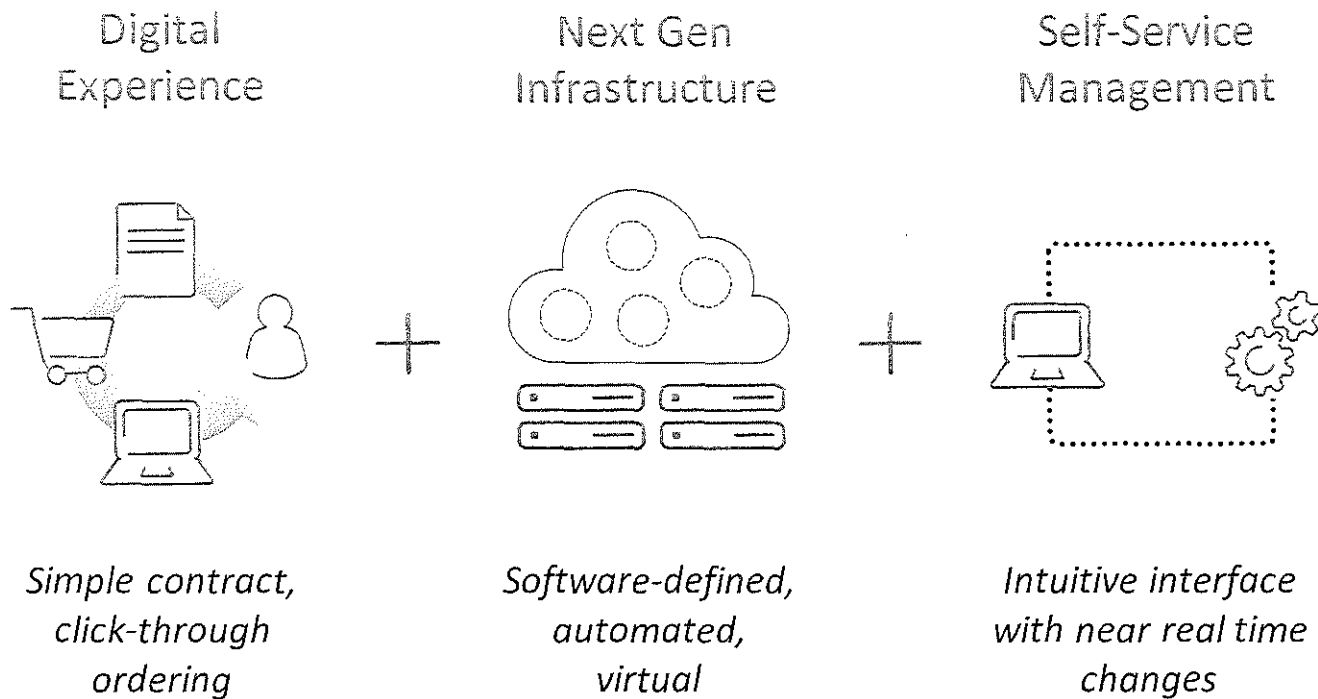
**60%** of strategic IT systems converted to cloud

---

**74** AT&T Integrated Clouds nodes operationally ready



# Reinventing Customer Networking Experience



## Flexibility

Network services and functions can be added and configured dynamically in near real time

## Speed

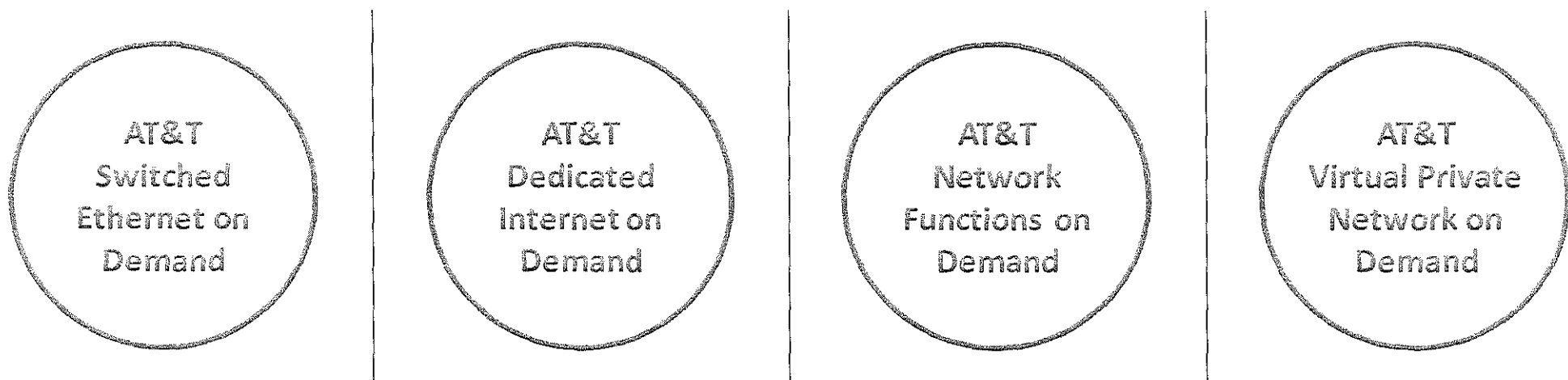
Dramatically improved provisioning and deployment cycle times

## Simplicity

Streamlined, transparent buying and network management experience

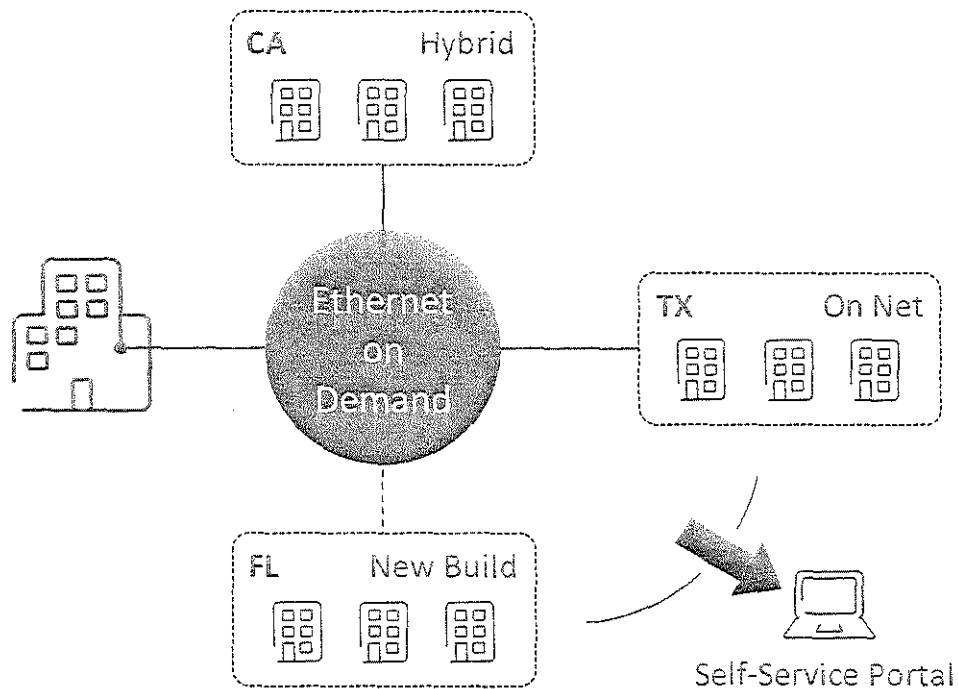


# Expanding Capabilities on the Platform





# AT&T Switched Ethernet on Demand



Faster Installation

Dynamic Bandwidth

Inter-LATA

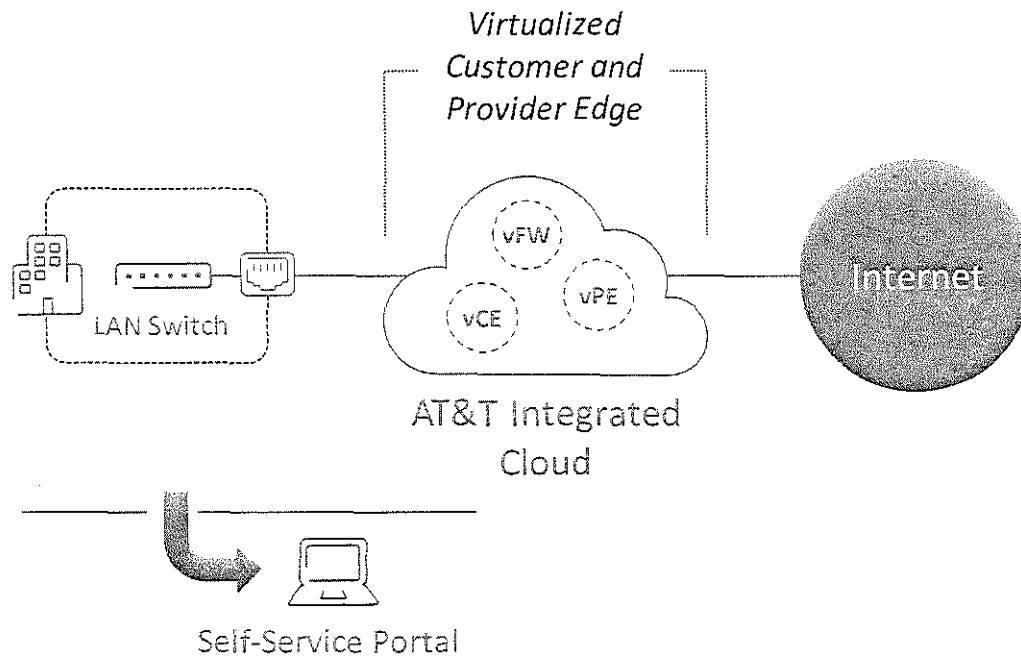
Digital Experience

Covering  
170+  
Cities

Serving  
1000+  
Customers



# AT&T Dedicated Internet on Demand



Faster Installation

Dynamic Bandwidth

Virtual Router

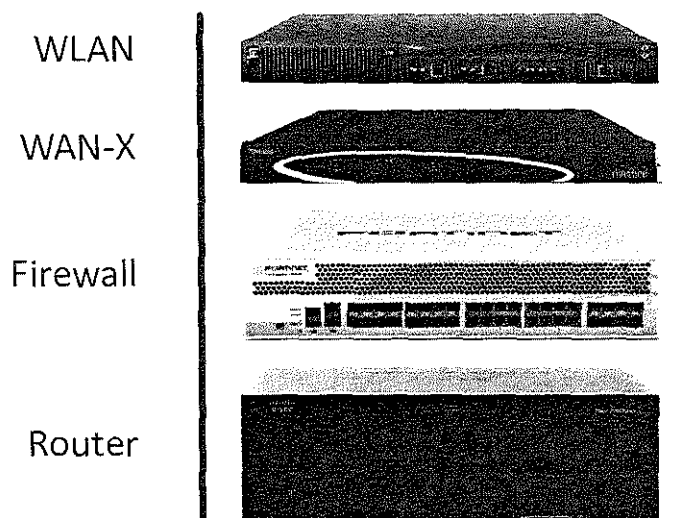
Expansion  
to 170+  
Markets  
1H'16

Serving  
250+  
Customers



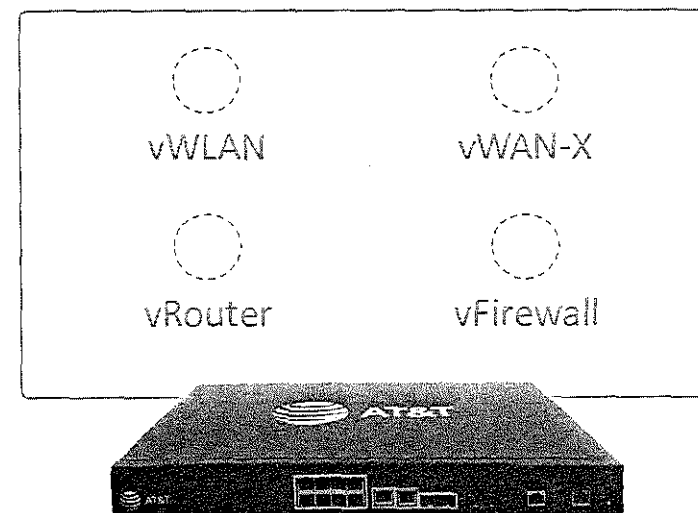
# Network Function Virtualization

## Traditional Network Appliance Approach



Specialized, proprietary hardware  
Physical install per appliance per site  
Complex network management

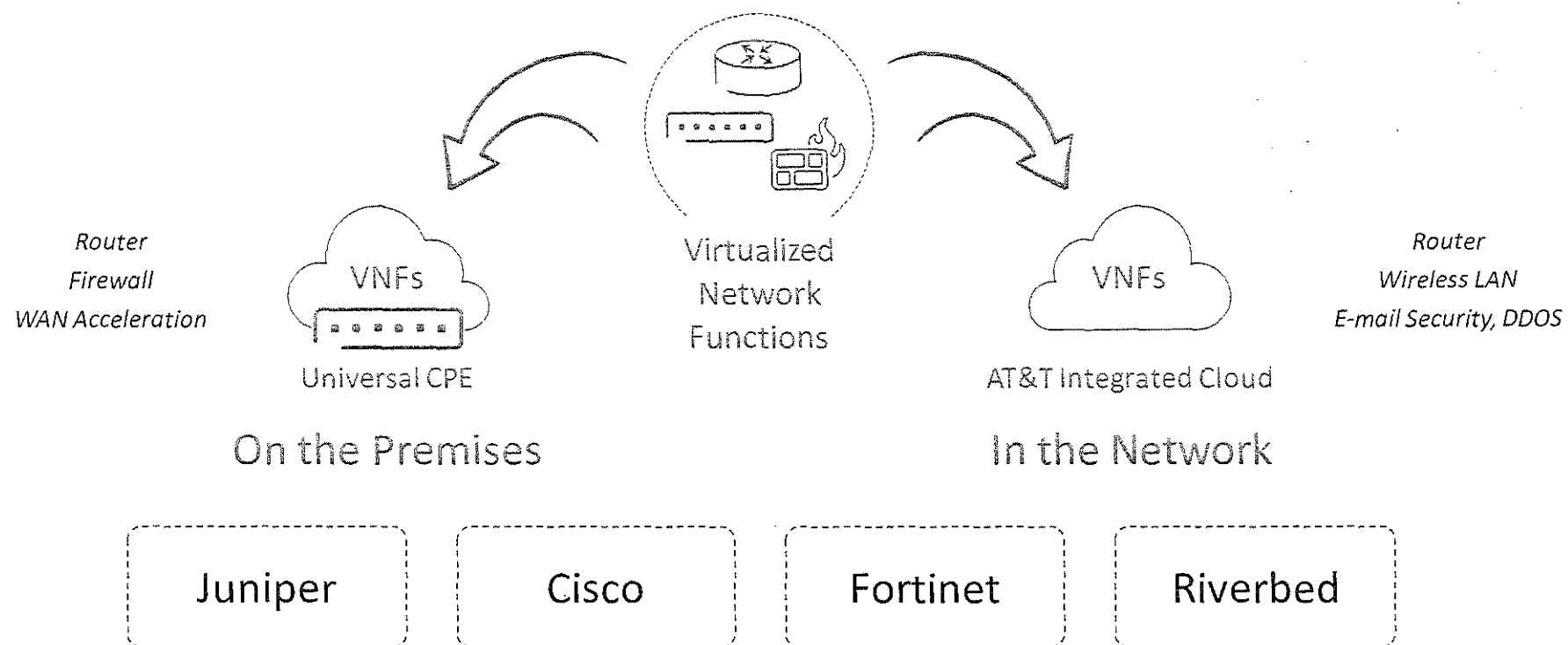
## Network Function Virtualization Approach



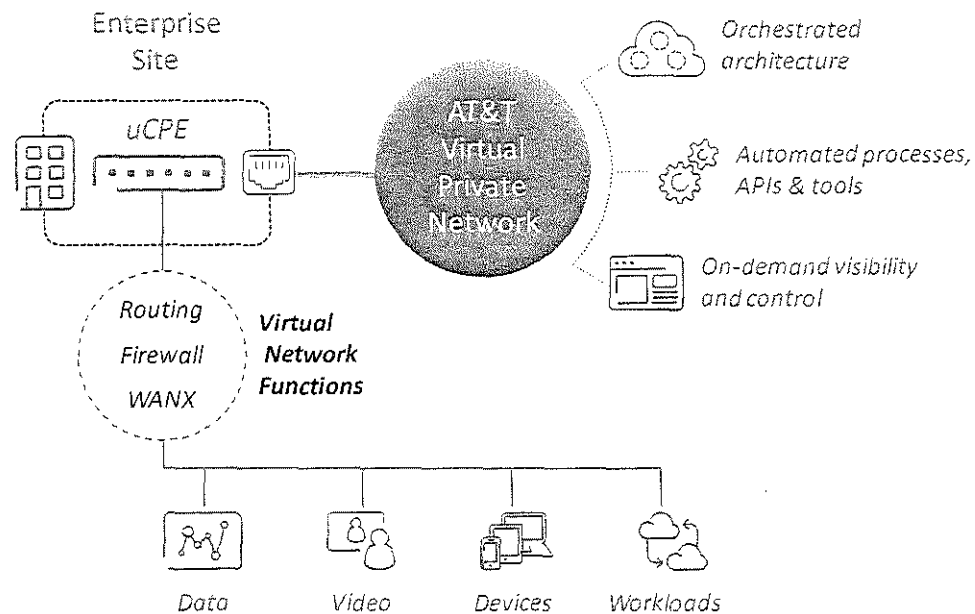
Standard x86 hardware platform  
Multiple functions on a single device  
Less complexity, improved TCO



## AT&T Network Functions on Demand



# Network Functions on Demand Value Proposition



## Flexibility

- Multiple virtual functions
- Flexible management options
- Several scale options (Q3'16)
- Multiple access options (Q1'17)

## Value

- Improved TCO vs. existing proprietary appliances

## Agility

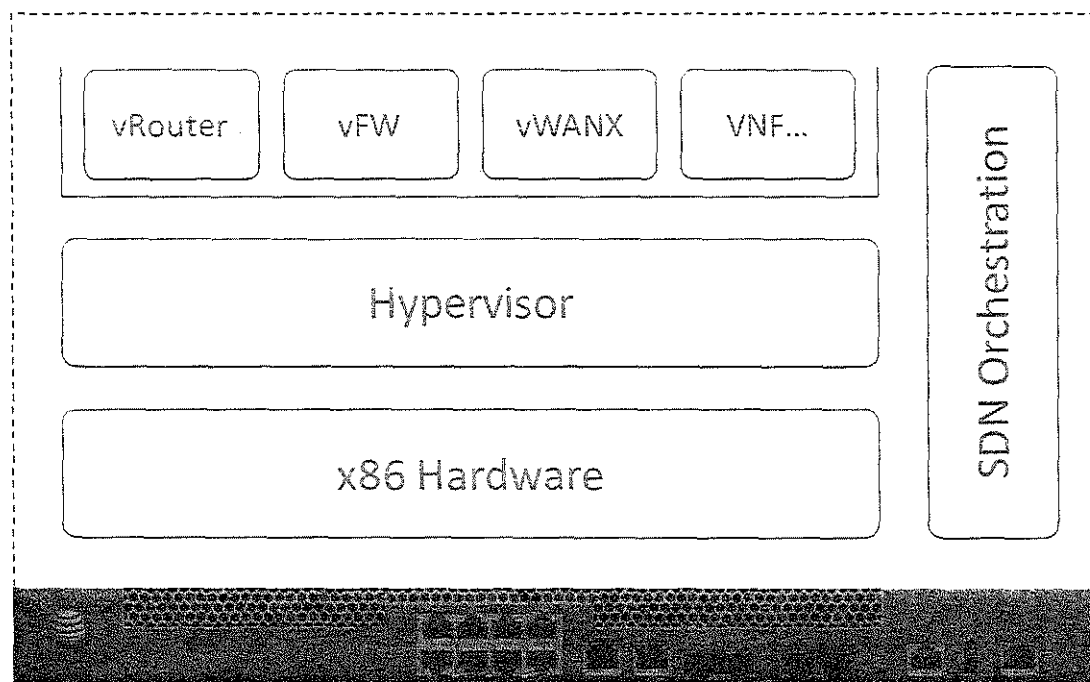
- Easy to deploy
- Software-controlled configuration and management

## Performance

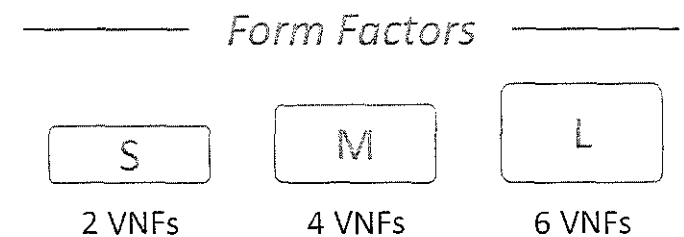
- Can be attached to existing AVPN network




## Initial Network Functions on Demand Hardware



- SDN orchestration for VNF provisioning and management
- KVM hypervisor for VM support
- VNFs run as VMs on top of the hypervisor
- Merchant silicon

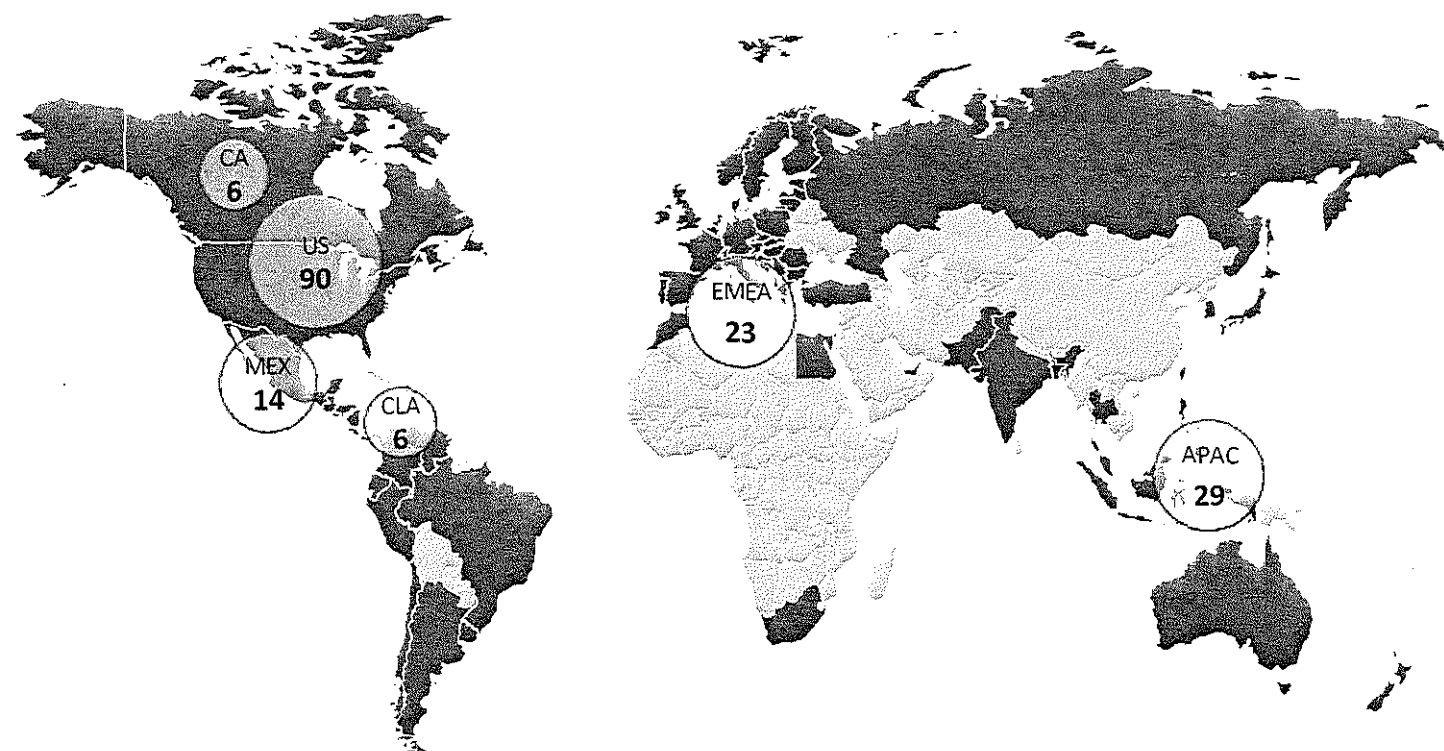


 -- Available now



# Global Deployment

SUBJECT  
TO  
CHANGE



## By 3Q2016

Universal CPE with multiple VNFs

- Availability in 77 countries
- 4 staging centers

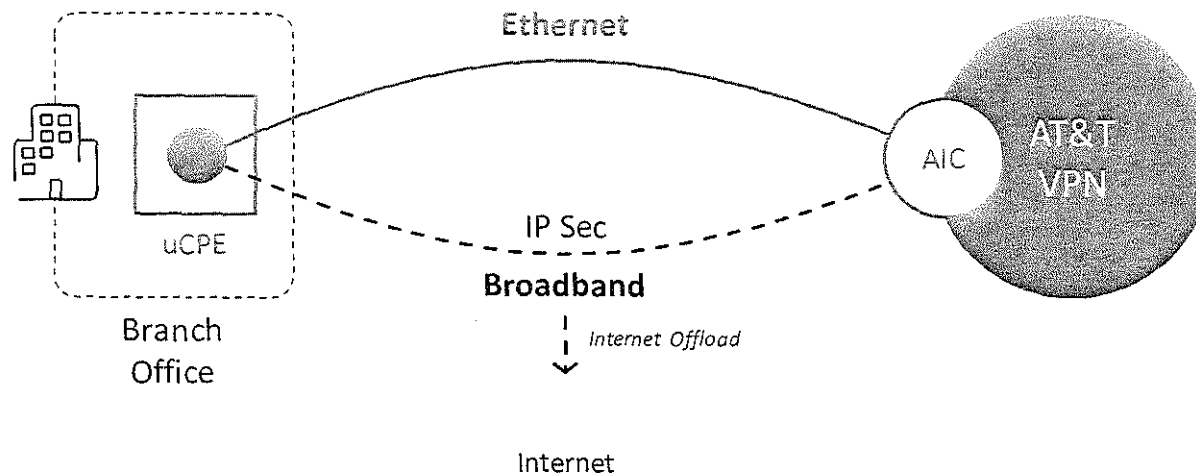
## By 3Q2017

- 160+ service AIC nodes

AIC – AT&T Integrated Cloud  
uCPE – Universal CPE  
VNFs – Virtual Network Functions



# AT&T Dynamic Hybrid Networking

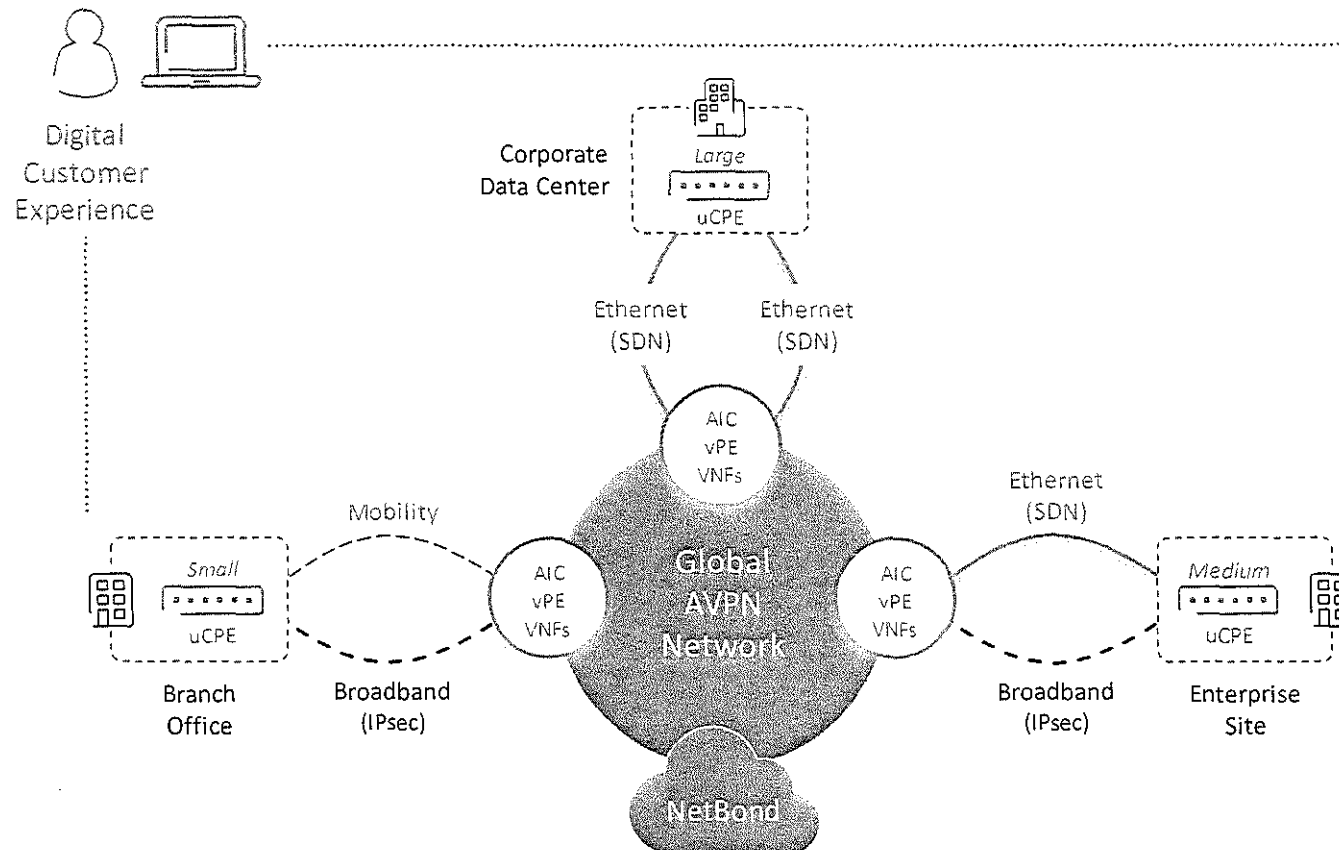


- Highly secure, scalable, on-demand networking over any access
- High performance MPLS core and features (e.g., multicast)
- Software-controlled, application-based routing
- Improved cost, performance and reliability





# Enabling Enterprise Network of the Future

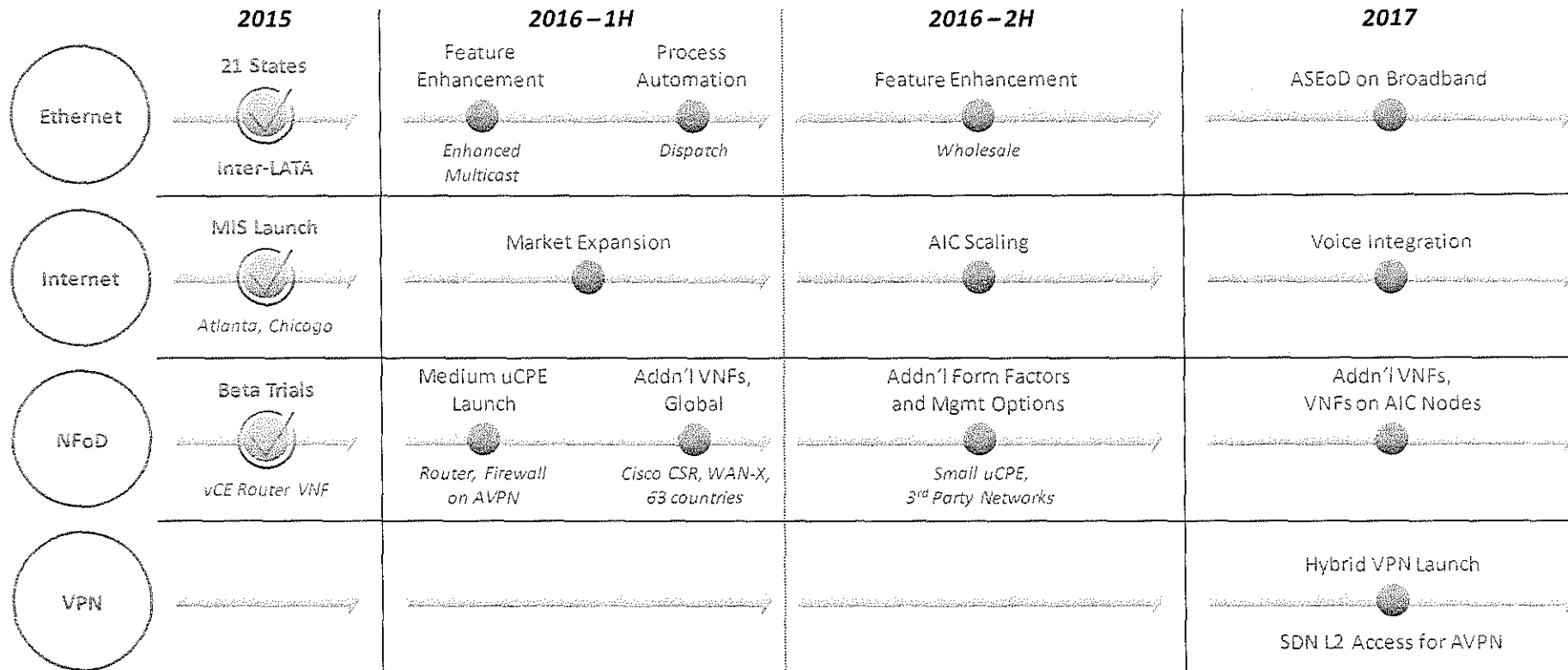


## Full software-centric architecture

- **Agility**  
Improved cycle times
- **TCO**  
Superior end-to-end solution value
- **Flexibility**  
Network functions added and configured dynamically
- **Performance**  
Highly secure, scalable, and reliable solution



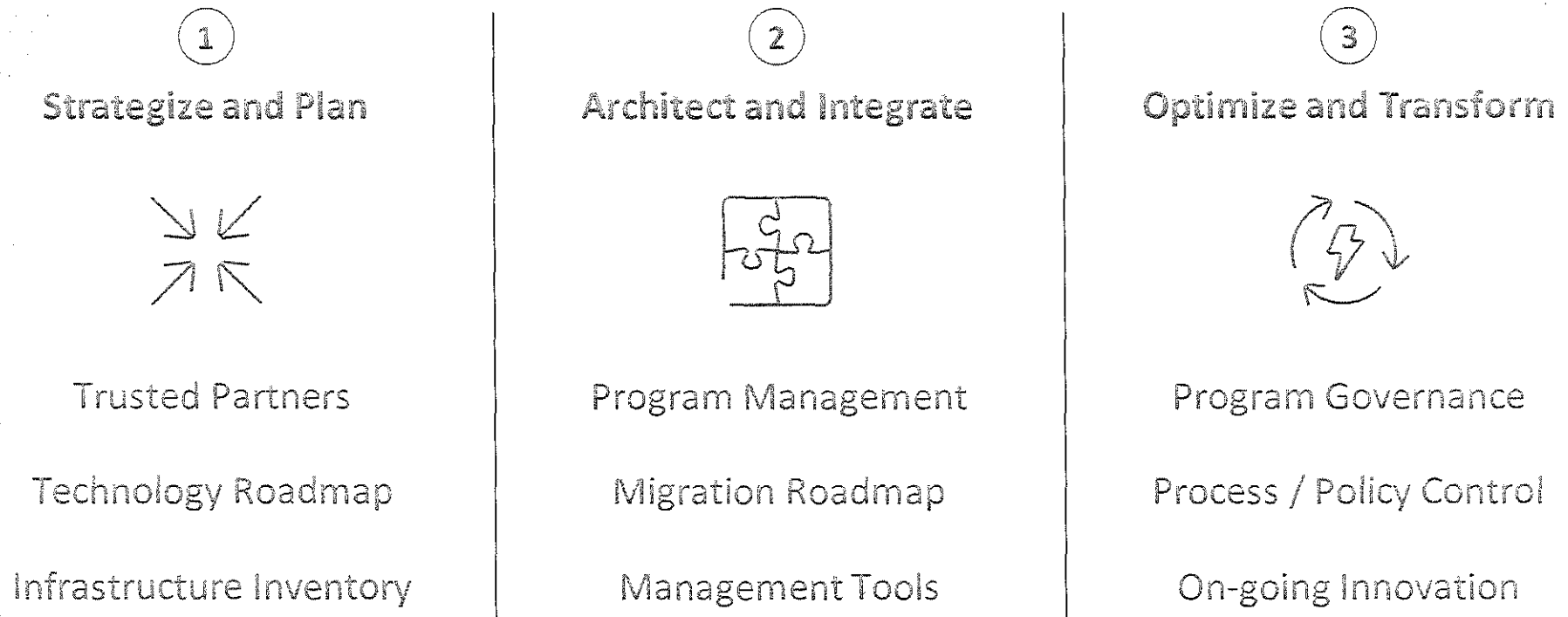
# Network on Demand Roadmap

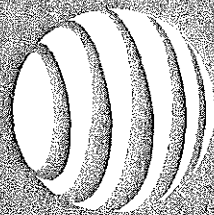


AIC – AT&T Integrated Cloud  
uCPE – Universal CPE  
VNF – Virtual Network Function  
NFoD – Network Functions on Demand  
PON – Passive Optical Network



## The Question is Not “IF”, It’s “WHEN” and “HOW”





# ASE NoD Intralata SLA's

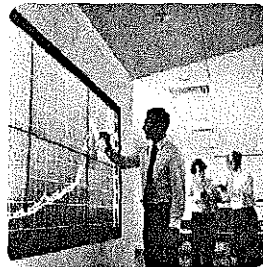
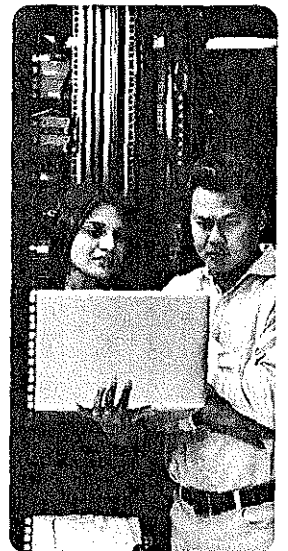
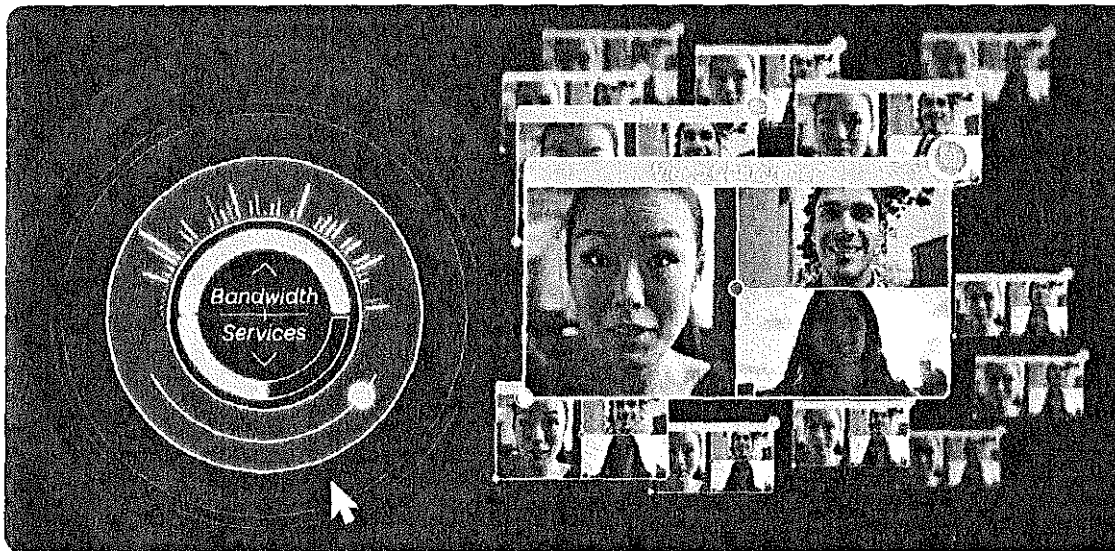
Class of Service	Service Measurement			
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)	Network Availability
Real Time	5 ms	3 ms	99.995%	99.99%
Interactive	13 ms	10 ms	99.95%	99.99%
Business Critical – High	20 ms	n/a	99.9%	99.99%
Business Critical – Medium	30 ms	n/a	99.9%	99.99%
Non-Critical High	50 ms	n/a	99.5%	99.99%

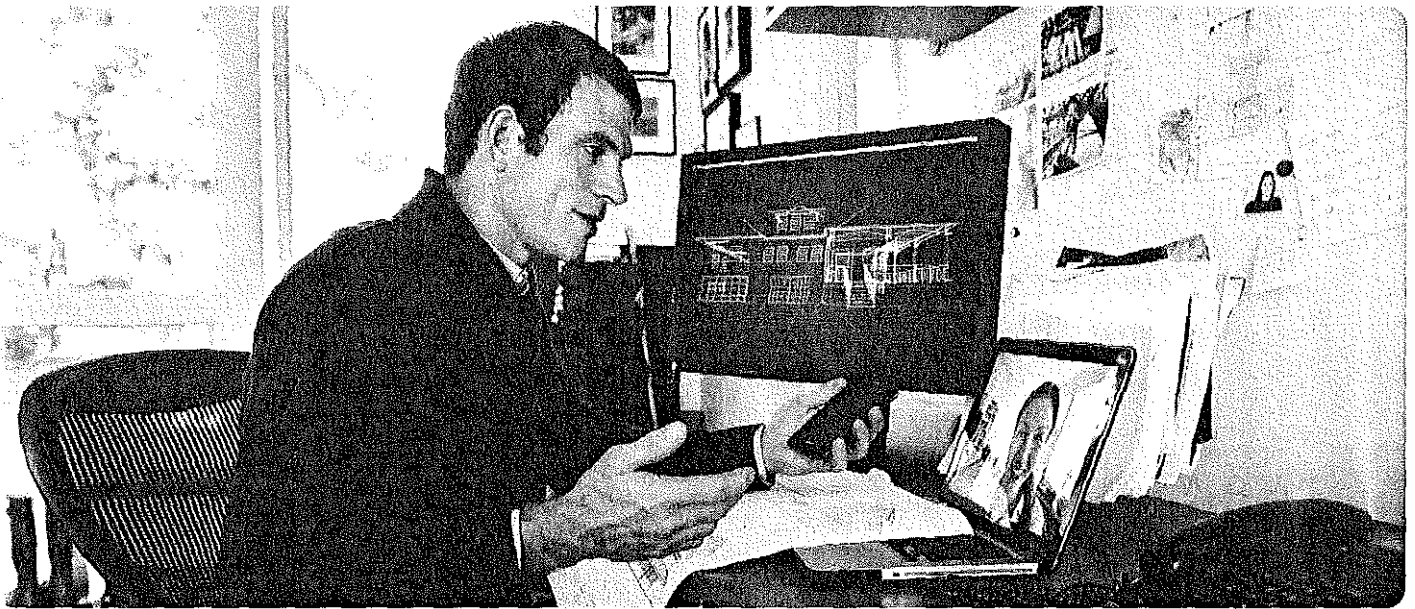
- Connections between ports in same LATA will continue under existing SLAs for respective Class of Service (Real Time, Interactive, etc.)
- Performance will still be reported via Global Performance Reporting
- All SLA credits are initiated by the customer and must be submitted within 45 days after the end of the month when the failure occurred.





# AT&T's strategy and approach to SDN and NFV





## Executive overview

To meet changing network demands driven by massive increases in data traffic, bandwidth-hungry applications, mobile endpoints, and mission-critical cloud-based workloads, AT&T is transforming its infrastructure to a software-enabled architecture that supports intelligent, dynamic on-demand networking.

This approach combines Software-Defined Networking (SDN) and Network Function Virtualization (NFV) technologies to evolve the network from a hardware-centric, labor-intensive environment to a highly secure, flexible, software-driven state and give customers the ability to add and change services in near real time. The software-defined architecture builds on the proven reliability of AT&T's core MPLS network and AT&T's existing rigorous security measures.

AT&T's SDN implementation improves the network infrastructure by augmenting the mature, highly-scalable MPLS architecture with a global level of control that enables traffic optimization and new services and capabilities, such as bandwidth on demand. Geographically distributed SDN controllers enable direct network programmability to provide near real-time provisioning and service configuration. Reliability is built into this software-defined architecture through SDN control layer redundancy, quick recovery time in the event of failure, and the availability of pre-provisioned spare capacity.

NFV makes use of virtualization technology to place network functions on industry-standard high-volume servers, enabling virtualized devices to be moved or instantiated in various locations without the need for new equipment. Reliability is enabled through the elastic nature of the shared infrastructure that allows AT&T to geographically distribute and quickly replicate virtual functions and reduce service restoration times.

On the security side, AT&T is implementing a comprehensive, unified approach across both SDN and NFV by leveraging existing security measures and combining them with newer methodologies, such as software-driven dynamic security controls and security configurability. In addition, AT&T's Security Center of Excellence is undertaking a number of initiatives to further improve network security for the software-defined network environment.

Ultimately, this transformation process will enable an intelligent, dynamic, on-demand network infrastructure that is key to the evolution and automation of traditional models for purchasing and managing networks, creating a completely different customer experience.



# Introduction

## Changing requirements for networking

Current networks deploy a large number and increasing variety of proprietary integrated network appliances. Launching new network services requires another set of proprietary appliances and a long planning and deployment process to certify the new devices, create new skills and competencies, and find appropriate space and power. As appliances rapidly reach the end of life, the plan-procure-design-certify-integrate-deploy-retire cycle starts again, consuming more resources and up-front costs.

As the operator of one of the world's largest and most reliable global networks, AT&T foresees rapid and fundamental changes in customer needs, technologies, and best practices for operating networks in the near future. These developments mean that the traditional model for purchasing and managing network services will change as networks evolve.

The network infrastructure now has to cope with massive increases in data traffic. Fifteen petabytes of new data are being produced on a daily basis<sup>1</sup> and all these bits and bytes need to be stored, moved, and accessed at a moment's notice. Sixty-two percent of all Internet traffic will be video traffic in 2015 and this number is only going to grow, jumping to 76 percent by 2018<sup>2</sup>. This, clearly, has serious implications for how network bandwidth is allocated and managed.

The infrastructure also has to accommodate the growing numbers of endpoints. By 2018, 1.7 billion mobile users<sup>3</sup> will be connecting to the network and the vast majority of these users will be carrying more than one device and using multiple mobile productivity and collaboration apps. Cloud-based workloads are also increasing as companies continue to migrate their infrastructures to the cloud. Forty-six percent of enterprise customers anticipate total IT delivery through the cloud by 2015<sup>4</sup> and this means more mission-critical workloads traversing the network than before.

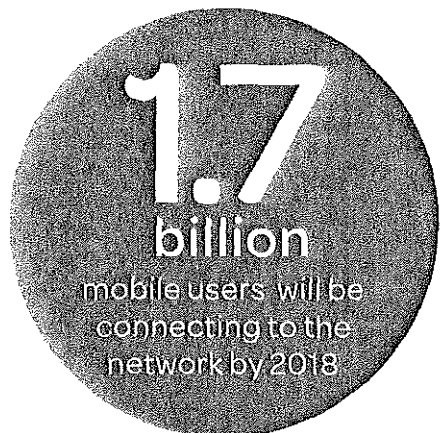
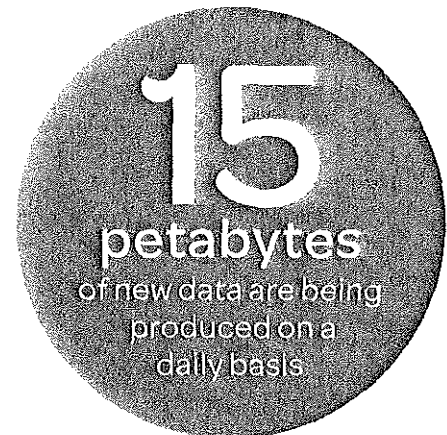
All these trends are creating a set of unique challenges for the network infrastructure, which now needs to be intelligent, dynamic, and on-demand so that it can respond and adapt as quickly as business needs change. It must enable organizations to introduce new services rapidly, provide better service and support to their customers, and respond quickly to business and market opportunities.

<sup>1</sup> Source: CIO Magazine, The New Face of Storage: Cloudy, 2012

<sup>2</sup> Source: Cisco Visual Networking Index, 2014

<sup>3</sup> Source: Strategy Analytics Mobility Report, 2014

<sup>4</sup> Source: IDC Cloudtrack Survey, 2012





## AT&T's software-defined network architecture

To respond to these changing customer needs, AT&T is transforming its network architecture from the current state to a future state where network services and common infrastructure are used, provisioned, and orchestrated in a cloud-like model similar to that already well-established in data centers. This will offer advantages of available and scalable on-demand, software-driven infrastructure and configuration, and increased use of automation to create and manage services.

AT&T Network on Demand is the first customer-facing instance of this strategy. It is also the first scaled, software-defined on-demand networking capability of its kind in the US. The cloud-like model benefits customers by enabling creation of network services on demand, real-time provisioning, and elastic scaling to meet changing business needs. It helps reduce the long deployment cycles and can improve efficiency and accelerate the rate of innovation for customers.

AT&T's software-defined network initiative relies on two enabling technologies – Software-Defined Networking (SDN) and Network Function Virtualization (NFV). SDN is an approach to intelligent networking in which network control is decoupled from the underlying data plane and is directly programmable. SDN is augmented by NFV, which decouples network functions from dedicated hardware devices.

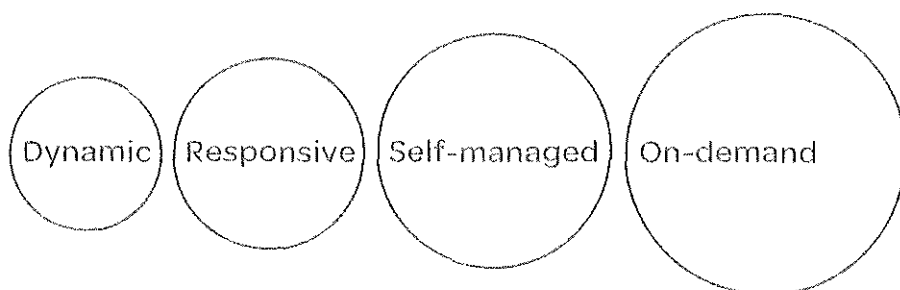
Taken together, these technologies make it possible to implement changes in the network without having to remove and re-deploy physical infrastructure and the associated capital investment. AT&T services will increasingly become cloud-centric workloads. Because the essence of networking is now provided through software, it becomes possible to provide innovative new capabilities, roll out new services expeditiously, and flexibly scale up or down the network as demand changes.

## Transforming the network

To achieve this software-defined transformation, AT&T is simplifying the network by consolidating previously separate layers within the network architecture and bringing the network edge closer to the customer. In parallel, AT&T is implementing an SDN controller into the network architecture to automate network provisioning and orchestrate changes across devices, locations and services. This is the key to simplifying our ordering and provisioning systems infrastructure, thereby cutting out manual steps and making it possible to turn up new services or changes in near real time. With SDN-enabled automation implemented in the access and transport network, orders can flow electronically from the customer's request directly to the pertinent network elements, with service activation times measured in minutes.

In addition, AT&T is moving network functions from hardware to software elements that can be dynamically instantiated on a common infrastructure, when and where needed. Initially, we are transforming applications that support existing monolithic control plane elements, such as route reflectors, DNS servers, and DHCP servers. Over time, a broad range of network edge and middle box functions are expected to migrate to NFV infrastructure, including broadband network gateways, IP edge routers for services like IP-VPN and Ethernet, and load balancers and distributors. Because these elements don't typically need to forward large aggregates of traffic, their workloads can be distributed across a number of servers, adding an elastic capability that is unattainable in a monolithic model.

This transformation will enable AT&T to create a completely different customer experience that is dynamic, responsive, self-managed, and on-demand.



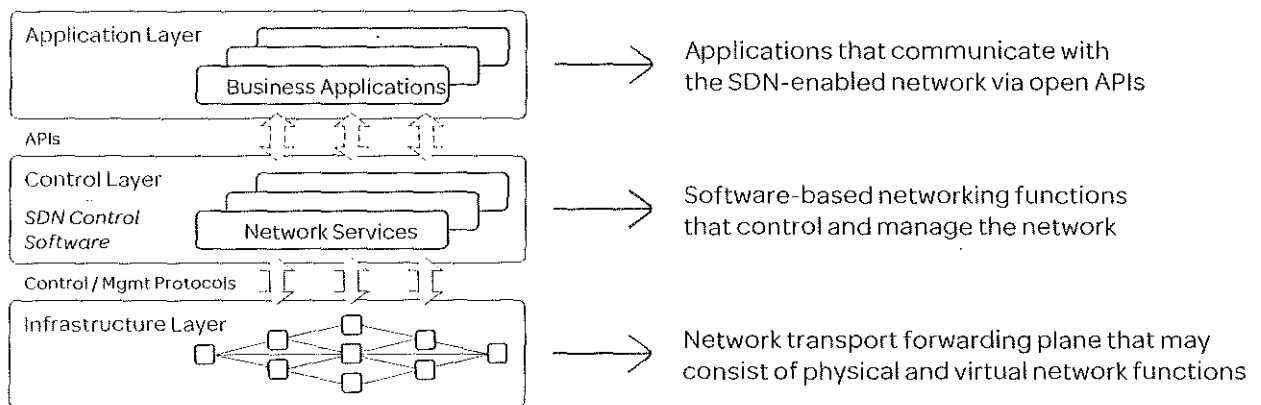
# AT&T's SDN approach

SDN is an architectural framework for creating intelligent networks that are programmable, more automated and more application aware. It separates the control plane<sup>5</sup> from the data plane<sup>6</sup> and abstracts network functions to enable a more agile and programmable network. SDN promises to add value and greatly improve the way networks are currently managed. High-level SDN controller languages<sup>7</sup> made accessible via the emerging AT&T architecture will simplify configuration, ease the introduction of nimble policy control, reduce errors, and enable more real-time changes in the network. Using controller-to-network interface standards like NETCONF, for example, will make it easier to not only manage and maintain networks, but also to incrementally introduce improvements in a non-disruptive manner.

Easier to  
manage and  
maintain networks,  
also introduce  
improvements in a  
non-disruptive  
manner

## Software Defined Networking

*Software Defined Networking (SDN) is an approach to networking in which network control is decoupled from the underlying physical infrastructure and is directly programmable*



<sup>5</sup> The control plane carries the signaling traffic and can be viewed as the 'brain' of the network. It has a view of the overall network topology, calculates forwarding paths, instructs the data plane how to treat the packets, and updates topology changes as they occur.

<sup>6</sup> The data plane carries the network user traffic. It is responsible for making sure packets get to their destinations according to the forwarding tables that it receives from the control plane. It has the responsibility for parsing packet headers and manages functions such as QoS, filtering, encapsulations, queuing and policing.

<sup>7</sup> These programming languages leverage the abstraction of the network function that SDN enables to make the network programmable. In APIs (Application Programmable Interface), for example, they hide the details of the network functions from the user or application developers.



Before we discuss AT&T's SDN approach in detail, it is useful to clarify some of the misconceptions around SDN. SDN means separating the control plane from the data plane. It does not mean replacing the existing routing control plane with a centralized SDN controller. Instead, SDN leverages and augments the existing routing control plane by having a global view of the entire network rather than a single point of view from only one position in the network topology, such as a router. The notion of a distributed and dynamic routing control plane coupled with the centralized view provides a powerful tool to enable fast recovery in the event of a failure and the ability to place services into the network more rapidly and flexibly.

SDN in AT&T's network is used for two basic classes of functions: traffic management and network configuration.

AT&T's SDN traffic management implementation is based on a fully distributed design with two levels of control -- basic and global. The basic level of control (routing layer) leverages the very mature and highly scalable MPLS architecture that offers end-to-end class of service, fast restoration, and resiliency options. The global level of control (SDN control layer) augments the existing MPLS architecture, using network and application analytics to enable traffic optimization and new services and capabilities, such as bandwidth on demand, dynamic traffic redirection, diverse routing, and just in time provisioning.

The SDN control layer creates a global view of the entire network topology by gathering information in near real-time from the routers and using this information to identify additional traffic optimization opportunities based on the knowledge of the global state of the network. As opportunities are identified, the SDN control layer will communicate with the network nodes to update their routes. In the unlikely event that the SDN control layer fails for any reason, the existing distributed traffic engineering and fast restoration mechanisms will continue to work for existing services, which will be appropriately rerouted.

The SDN controllers are virtualized network functions distributed in the shared infrastructure to provide the necessary level of resilience. Distribution assures that, even if one instance of SDN controller is compromised, the controller functionality is still available from the other SDN controller instances deployed in the shared infrastructure throughout the network.

## Ensuring SDN's reliability

An SDN controller can potentially be compromised in two ways -- by failure of the controller itself and/or by security compromise. As we discussed above, any failure of an SDN controller will not bring the whole network down. SDN technology coupled with NFV provides another layer of resiliency and security.

Reliability is built into AT&T's SDN architecture in a number of ways.

**SDN control layer redundancy:** The global level of control (SDN control layer) has redundancy. If a single SDN controller fails, the functionality would be taken over by another SDN controller. While the SDN control layer is down, the existing robust and distributed routing mechanism will continue to work for existing services. Specifically, as soon as a failure happens, it will be detected and traffic will be re-routed around the failure using a pre-computed routing path within about 60 milliseconds and a more optimized routing path will happen within about 7 seconds based on the underlying distributed routing protocol.

**Quick recovery time:** Just as it is important to have very low failure rates, it is also important to have minimum downtime when a failure occurs. The SDN controller resides inside a virtual machine. If a virtual machine fails, a new replica can be created in near real-time. The combination of distributed design and near-real-time replication means downtime is greatly reduced.

**Availability of spare capacity:** The infrastructure leverages a cloud platform, which means there is ample pre-provisioned spare capacity. The cloud platform is engineered with sufficient capacity to add new SDN controllers when needed. Engineering accounts for maintaining high throughput even under failure scenarios.



# AT&T's NFV approach

The second enabling technology is Network Function Virtualization (NFV). NFV separates the network functional software, called Virtual Network Functions (VNFs) from the underlying hardware platform. This represents either a one-for-one mapping of an existing network function or, in the future, a combination of new and existing network functions. NFV makes use of virtualization technology to place various network functions such as routers, switches, gateways, WAN accelerators, VPN concentrators, DDoS protection, firewall and tunneling elements onto industry-standard high-volume servers, switches and storage that can be

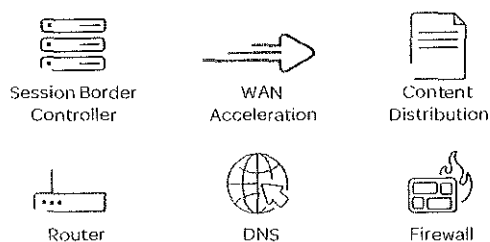
located in data centers, network points of presence (PoPs) or customer premises. The virtual devices can be moved to, or instantiated in, various locations in the network as required, without the need for installation of new equipment. VNFs will also distribute data services in a way that will eliminate tiers of appliances and provide more flexibility in hardware redundancy.

NFV is important because it means that network administrators no longer need to purchase dedicated hardware devices, which simplifies the deployment of network services and reduces both CapEx and OpEx. Having this flexibility allows IT departments to respond in a more agile manner to changing network service demands and implement on-demand usage-based services to meet business needs.

## Network Function Virtualization

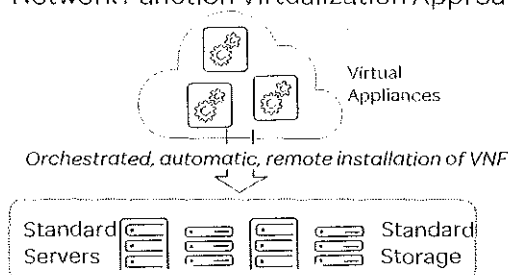
*Network Function Virtualization (NFV) decouples network functions from dedicated hardware devices and allows these network functions to be hosted on virtual machines (VMs)*

### Traditional Network Appliance Approach



Specialized, non-commodity hardware  
Physical install per appliance per site

### Network Function Virtualization Approach



Software-based deployment using common hardware  
Multiple roles using the same hardware

Network administrators no longer need to purchase dedicated hardware devices



## Ensuring NFV's reliability

VNFs running in a shared infrastructure can potentially be compromised in two ways – by some kind of failure or capability degradation of the infrastructure and/or by a security attack or breach. AT&T's software-enabled architecture helps address those potential failures. While we will always be constrained by physical assets in the network, virtualization offers an opportunity to create high-availability solutions through distribution and replication.

Reliability in the NFV environment is ensured in a number of ways.

**Reduced Service Restoration Time:** The software-enabled, virtualized infrastructure provides on-demand elasticity so that a failed VNF can be quickly restored. If a VNF fails, a new VNF can be created at the same site in a very short period of time, while redundant VNFs at other sites are continuing to provide service. If needed, VNFs at a failed site can be easily moved or replicated at another available site, ensuring reliability.

**Distributed Service Deployment:** The software-enabled, virtualized infrastructure is designed to be geographically distributed. As part of the automated provisioning and orchestration process, VNFs are replicated at multiple sites and therefore can withstand site failures with minimal service interruption. The number of replicated sites can be specified and adjusted to meet customer service quality requirements.

**On-Demand Capacity:** The cloud-based nature of virtualized infrastructure helps address network service overloads that result from traffic surges, failures, and malicious attacks. If an overload occurs, cloud sites enable quick creation of additional capacity to meet VNF traffic demands, allowing VNFs to be quickly moved, restored, or replicated as needed.



## AT&T's Software-Defined Network architecture security approach

A comprehensive, unified approach to security is essential across both SDN and NFVs. Today, AT&T's SDN-enabled network takes full advantage of the existing AT&T security measures and in the near future it will introduce additional capabilities, such as dynamic security controls and software-defined security configurability. The new features will provide a mechanism to respond to security threats in near real time, mitigating the risks to AT&T's and customers' networks.

### Existing security measures:

The SDN controllers, the virtual machines and servers hosting SDN controllers as well as the shared infrastructure are protected with the existing advanced security policies, proven security measures, best practices and architecture that protect the AT&T network from various types of intrusions and vulnerabilities. These existing mechanisms, offering best-in-class, enterprise-grade protection include:

- **Identity and Access Management** -- prevents malicious hacking by providing secure access management via multi-factor authentication<sup>8</sup>, access control encryption, and historical log view.
- **Threat Management** -- provides malware mitigation through monitoring and detection of security threats (DDoS attacks, malware data, network/application exploits and malicious network events), analysis of security events to identify real and unknown threats, and alerts on detected security threats.
- **AT&T's Trusted Software Program** -- provides a highly secure software development process, software security testing, software configuration controls, and code validation process to help ensure vulnerability-free software implementation.

<sup>8</sup> Multi-factor authentication secures data beyond a username and password. If the username and password are compromised, additional information will be required for the attacker to gain access to the network.

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AT&T's Trusted Software Development and Life Cycle Management Program will also manage the transformation to a highly secure SDN architecture. It will address software vulnerabilities including vendor-supplied, internally developed, and open source code. Key security controls to be introduced by this program will include highly secure but agile software development process, software security testing, software configuration controls, and tool-based code validation.

- **Portal Security Tools** -- provide comprehensive security assessment during portal design, development, test, and post-deployment phases. The focus is on identifying common vulnerabilities that could be introduced with code changes, developing code in accordance with accepted security policies, conducting various code scans<sup>9</sup>, and remediating security violations.

The new SDN architecture will augment the existing security practices with new security features, including dynamic security controls and software-defined security configurability.

### Dynamic security controls:

The elastic virtual infrastructure will enable this capability for the SDN controller. One of the benefits of deploying SDN controllers in a cloud platform is that, if a hacker infects one of them with a malware, the compromised SDN controller VM can be quickly detected, isolated, shut down, quarantined, and replaced by another dynamically instantiated SDN controller VM. The threat then can be quickly resolved by applying security patches to fix the code vulnerability. Similarly, if a hacker gains access to the SDN controller, the role-based access control function will activate and limit the hacker to performing least-privileged activities that should not significantly disrupt services while AT&T quickly works on shutting down the threat.

The virtual infrastructure will also enable dynamic security controls for VNFs. All the features of the elastic cloud platform that protect against a failure also protect VNFs against a potential security breach or attack. Just like with a compromised SDN controller, a compromised VNF VM can be quickly isolated and replaced by another instance of VNF VM. If an entire site is compromised, all the VNFs at that site can be replicated to other sites. Because of the redundant distributed design, this may be necessary only in extreme cases.



### Software-defined security configurability:

In the near future, the SDN controller will also be able to dynamically modify security measures and policies. For example, in response to an incident, the SDN controller will dynamically adjust the security gateway rules to block malicious traffic or a DDoS attack. This will provide a near real time mechanism to address emerging security risks and prevent service disruptions.

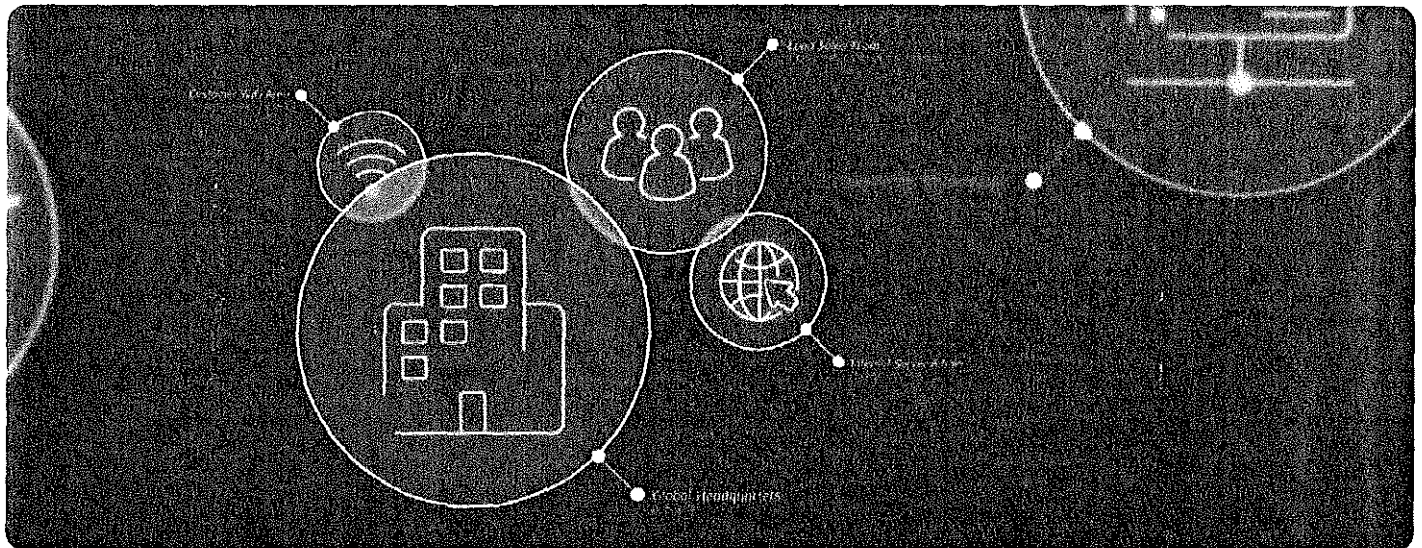
### AT&T's Security Center of Excellence:

AT&T has the resources and skillsets to implement a unified security approach and the Security Centre of Excellence is working to further improve network security with a range of initiatives for SDN and NFV, including:

- **Security Function Virtualization** – developing virtual security functions, such as Virtual Firewalls (vFirewall), virtual Intrusion Detection Systems (vIDS) and virtual Intrusion Prevention Systems (vIPS)
- **Orchestration Security** – developing security policies and controls that will validate and manage how virtual services are automatically provisioned
- **Hypervisor Security** – developing security policies and controls to facilitate strong VM quarantine and isolation
- **SDN Controller Security** – developing dynamic security controls for the SDN controllers
- **API security** – developing security policies and controls to help ensure secure application access control via a highly secure Application Programming Interface (API)

<sup>9</sup> Code scans are conducted utilizing common tools, such as Fortify, AppScan, CAST, SONAR and WebInspect  
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## AT&T is well-positioned to run Software-Defined Networks

Transforming traditional networks to a future state of a large-scale, highly secure and reliable software-enabled network requires deep experience and expertise in networking at scale, security, cloud computing, software-defined networking and virtualization. AT&T believes that experience in the following areas will be important to the transformation and delivery of software-enabled networks that meet rigorous security and reliability standards:

**Creation of software technologies:** AT&T has been at the forefront of the creation of software technologies that fuel much of the innovation around the globe. AT&T has been the birthplace and incubator for highly influential technologies such as UNIX operating system, C, and C++ programming languages. AT&T developed digital communication switches such as 5ESS that are still one of the most reliable complex software systems. AT&T pioneered the SS7/AIN architecture to help create intelligent network services. Our network is already software centric, and we have a proven history of managing the complexity at scale in real-time.

**Core software reliability methods:** AT&T pioneered the core software reliability methods that help ensure software stability. Application of statistical design and quality control principles for product development

originated at AT&T. AT&T researchers have been key contributors to new research in software reliability as well as in educating and leading the practice of reliability. Using our deep experience in software reliability estimation, we predict software maturity and work with vendors to improve the reliability of their products. We also pioneered the industry standards-based metrics that are used to track reliability, and we use those metrics in our network to help ensure that our services are performing as designed to meet service needs.

**Industry and standards participation:** AT&T is an active participant and contributor to numerous industry and standards organizations. We are leveraging our unique expertise as a global at-scale reliable carrier in the SDN and NFV communities through our leadership roles in ETSI<sup>10</sup> NFV working groups, OpenStack, OPNFV<sup>11</sup>, TM Forum and IETF<sup>12</sup>.

**Commitment to developing knowledge and skills:** AT&T is committed to developing and nurturing the knowledge and skillsets necessary to address SDN and NFV initiatives. Delivering on the promise of SDN and NFV requires a talented and multi-faceted team with a strong blend of software development skills, network engineering design, and data analytics. Recognizing that the necessary interdisciplinary education is not yet part of any university catalog, AT&T has a strong commitment to provide knowledge of software-enabled architecture to its workforce while also recruiting critical knowledge skillsets. To that end, we continue to enhance our workforce skills with training provided by our award-winning T University. We have also developed a curriculum specific to computer science, SDN, NFV, and Data Science in association with Udacity and Georgia Tech.



# Conclusion

To meet rapid, fundamental changes in networking driven by technological and business challenges, AT&T is transforming its infrastructure to a software-enabled architecture based on SDN and NFV technologies that support intelligent, dynamic on-demand networking.

SDN, augmented by NFV, will enable the building out of a self-optimizing network that will completely change the customer experience. SDN leverages MPLS architecture, adding a global control layer that enables traffic optimization and new services and capabilities, such as bandwidth on demand and near real time provisioning. SDN controllers, which are geographically distributed and virtualized, will enable rapid configuration based on intelligent predictive decision-making. SDN architecture helps ensure reliability by providing SDN control layer redundancy, quick recovery time in the event of failure, and the availability of pre-provisioned spare capacity.

NFV makes use of virtualization technology to place various network functions into industry-standard

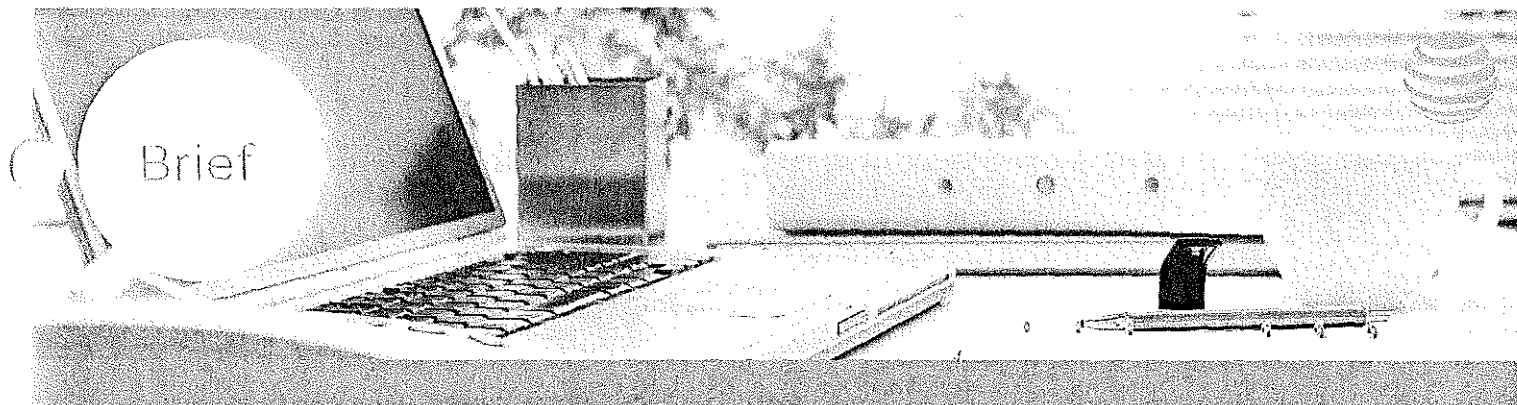
high-volume devices that can be instantiated in various locations without installation of new equipment. VNFs help ensure reliability through the elastic nature of the shared infrastructure that allows AT&T to geographically distribute and quickly replicate virtual functions and reduce service restoration times.

AT&T's SDN-enabled network will incorporate a comprehensive, unified approach to security across both SDN and NFVs by implementing existing security mechanisms and introducing new measures, such as dynamic security controls and software-defined security configurability. In addition, AT&T's Security Center of Excellence is undertaking a number of initiatives to further improve network security for the software-defined network environment.

To carry out this transformation, AT&T is drawing on its deep experience and expertise in networking at scale, security, cloud computing, software-defined networking and virtualization. AT&T's software-enabled architecture will deliver a network that is reliable and highly secure, giving customers the confidence to focus on meeting their key business objectives of growth, profitability, and operational efficiency.







## AT&T IP Flexible Reach

### A converged network solution

Build a new outlook on how your voice service benefits your bottom line and overall productivity.

AT&T IP Flexible Reach is a SIP trunking service that delivers integrated access for IP PBX, TDM PBX or Key System environments, providing potential total cost benefits through the consolidation of voice and data – one provider, single transport, and management options.

Voice and data traffic riding over the same transport drives greater bandwidth utilization and potential access to cost savings. This managed Voice over IP communication solution includes calling plans that support inbound and outbound calling on your data network, giving you local, U.S. long distance and international reach for your U.S. sites.

#### Calling Plans

AT&T has a variety of calling plans to fit your business needs:

- The long distance plan (Calling Plan A) provides unlimited on-net calling between your VoIP-enabled sites with competitive per minute long distance and international rates.
- The local and long distance plan (Calling Plan B) provides unlimited on-net and local calling with competitive per minute long distance and international rates. Supports E911/911 calling.

- The local and long distance package (Calling Plan C) also provides unlimited on-net and local calling with a long distance package that includes competitive per minute international rates, plus 300 minutes of outbound U.S. off-net calling per concurrent call, aggregated across your enterprise. Per-minute charges apply for usage over the bundled minutes. Supports E911/911 calling.

#### The IP VPN Foundation

AT&T IP Flexible Reach is supported on AT&T Managed Internet Service (MIS) and AT&T VPN services, giving you options that support your connectivity and bandwidth needs. AT&T supports a wide variety of access speeds, from a single T1 to Gigabit Ethernet. These services take advantage of our Global MPLS Network, giving you the foundation for seamless voice and data communications across your business.

#### Virtual Telephone Numbers

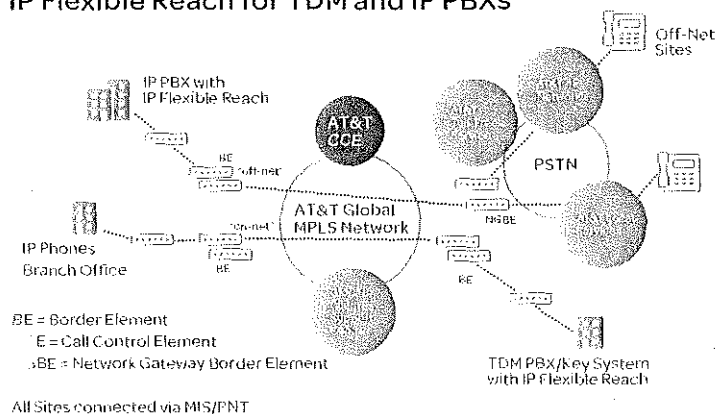
AT&T IP Flexible Reach supports both local and Virtual Telephone Numbers (VTNs). VTNs enable you to assign a telephone number from virtually anywhere, to a phone that is not physically located within your location's local calling area. You can establish local visibility within that calling area.\*

#### Centralized Call Delivery and Branch Office IP PBX Extensions

Centralized Call Delivery allows routing of calls originating from various locations across the country and answering them at your preferred central location.

The branch office IP PBX extensions capability delivers telephone numbers for all your branch office sites and is supported by a single centralized IP PBX located at your IP Flexible Reach site. You can use your existing IP data network to distribute the calls to your branch office sites, which allows you to utilize your IP PBX to support IP phones without additional hardware.

#### IP Flexible Reach for TDM and IP PBXs



Want to learn more?  
Have us call you.

Share this with  
your peers



### Consistent Performance

Network performance – AT&T provides reliable voice quality. In addition, utilizing Class of Service (COS) with 25 different profiles, you can optimize your voice and data application performance.

Service Level Agreements – Service Level Agreements (SLAs) for VoIP service and underlying transport reinforce our commitment to delivering business class voice service.

Web-based reporting – You can utilize the AT&T BusinessDirect® Portal. For Web-based performance reporting, call detail reporting, e-ordering, e-bill and e-maintenance features.

### Hardware & Software

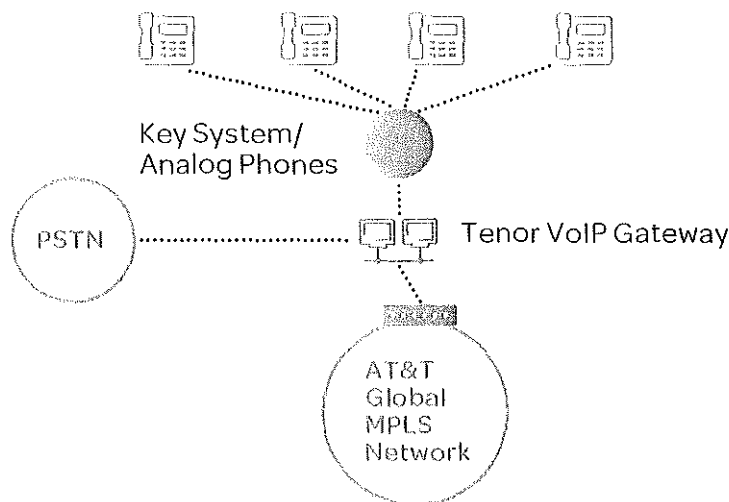
AT&T provides the elements required to support connectivity with IP PBXs, traditional TDM PBXs or key systems. An AT&T managed router that is deployed with the data service is equipped with the appropriate software and hardware for your service. For your VPN solution, you manage your routers and AT&T can monitor call quality and help with troubleshooting through an AT&T managed smart device on your premises.

### How It Works

To help ensure business class voice quality, AT&T employs Class of Service, which prioritizes the voice packets over other types of data packets for immediate transport. AT&T engineers perform advanced bandwidth management and implement traffic queuing priorities in the gateway router as part of the deployment process. AT&T IP Flexible Reach helps maximize the efficiency of your communications

infrastructure. To help ensure your migration is smooth, we provide design, implementation and lifecycle management.

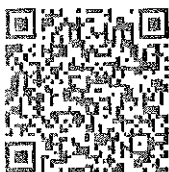
### IP Flexible Reach for Key Systems



Share this with  
your peers



For more information contact an AT&T Representative or visit [www.att.com/sip-trunking](http://www.att.com/sip-trunking).



Scan this code  
to learn more.

*Want to learn more?*  
Have us call you.

\*Limitations do apply to Virtual Telephone Numbers. Please see the BVoIP Service Guide for details on limitations and conditions of use.

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# AT&T IP Flexible Reach

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# AT&T IP Flexible Reach

## Product Overview



# AT&T IP Flexible Reach | Overview

## IP Flexible Reach

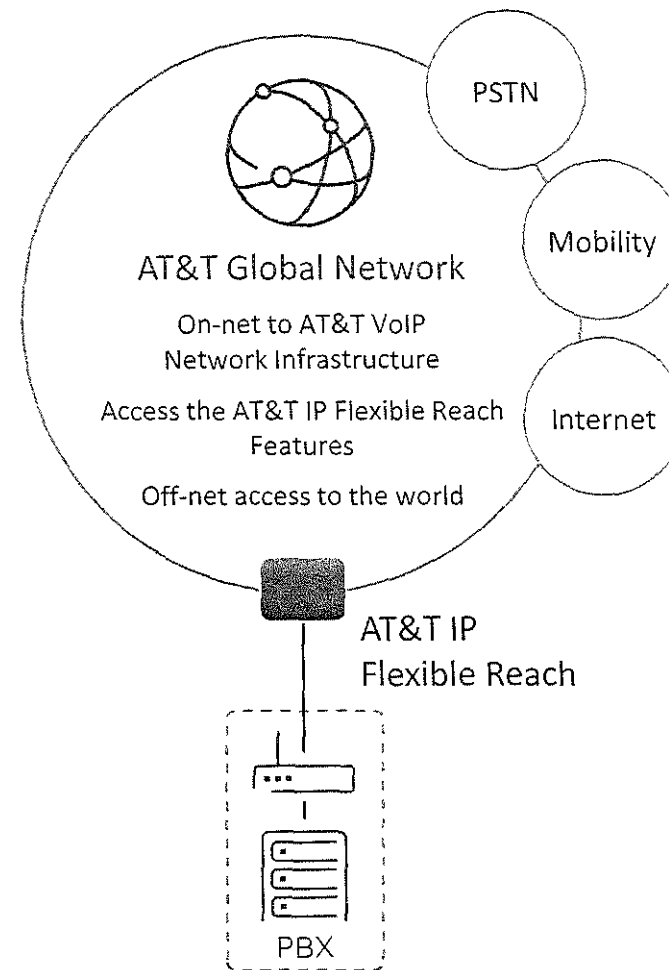
- SIP Trunking Service
- Voice and Data delivered on an IP Integrated access circuit

## Session Initiation Protocol (SIP)

- A signaling communications protocol
- A 'session' defines the messages that are sent between endpoints, with AT&T IP
- Flexible Reach, a session is a phone call

## Concurrent Calls

- The number of calls occurring simultaneous with the data traffic
- Class of Service gives voice priority over data for bandwidth up to the max concurrent calls (CCs) provisioned for IP



# AT&T IP Flexible Reach | Basic Features

## Calling Types

- Outbound calling
- Inbound calling
- Unlimited local calling
- Unlimited On-Net to On-Net calling
- Domestic PSTN Off-Net Calling  
(No distinction between Intra-State and Inter-State)
- International Off-Net Calling
- Mobility Off-Net Calling

## e911

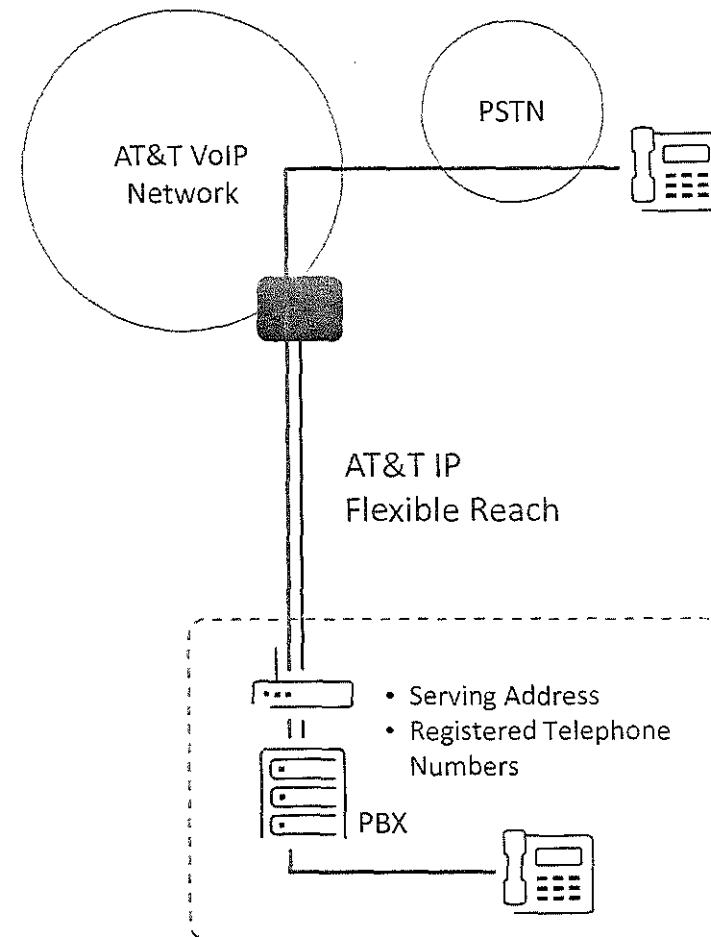
- Registered Address Telephoned Numbers
- Moving a TN's serving address is an Outside Move

## Voice Quality of Service

- Calls carried on AT&T's MPLS network, not the public Internet, maintaining call quality
- Site Availability SLAs are available on MIS/PNT/AVPN independent of VQMs
- Class of Service prioritizes the voice traffic

## Call Quality SLA

- IP Flexible Reach on MIS/PNT or AVPN with all handoff types are supported
- VQMs collects call by call voice quality data
- Calculate a R-Factor, VoIP Call Quality Measurement

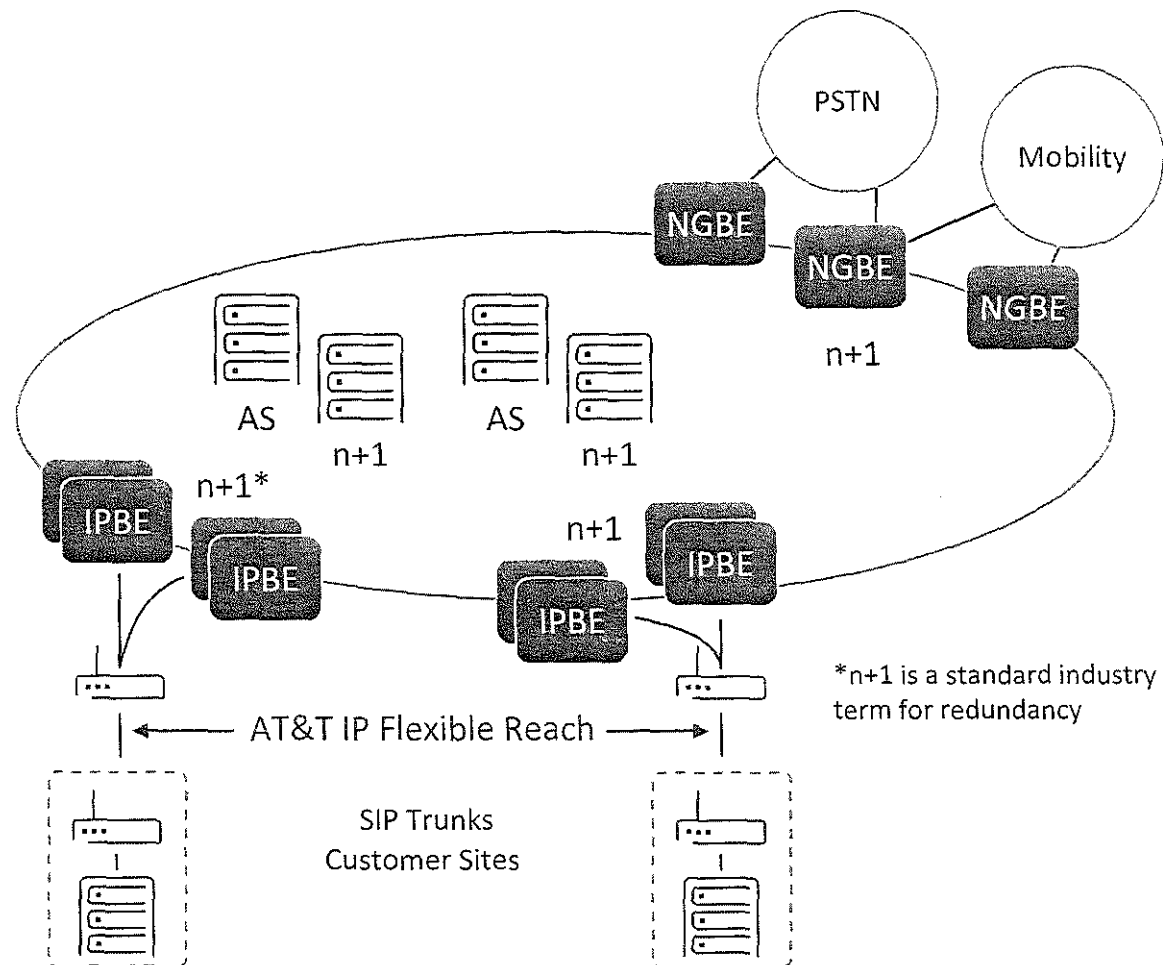


# AT&T VoIP Network Infrastructure | Network Redundancy

Application Servers (AS) and Routing Servers are redundant as well as physically and geographically diverse

IP Border Elements (IPBEs) are provisioned on physically & geographically diverse devices

Network Gateway Border Elements (NGBEs) connect via multiple paths to the PSTN & Mobility networks





# AT&T IP Flexible Reach

Most of World

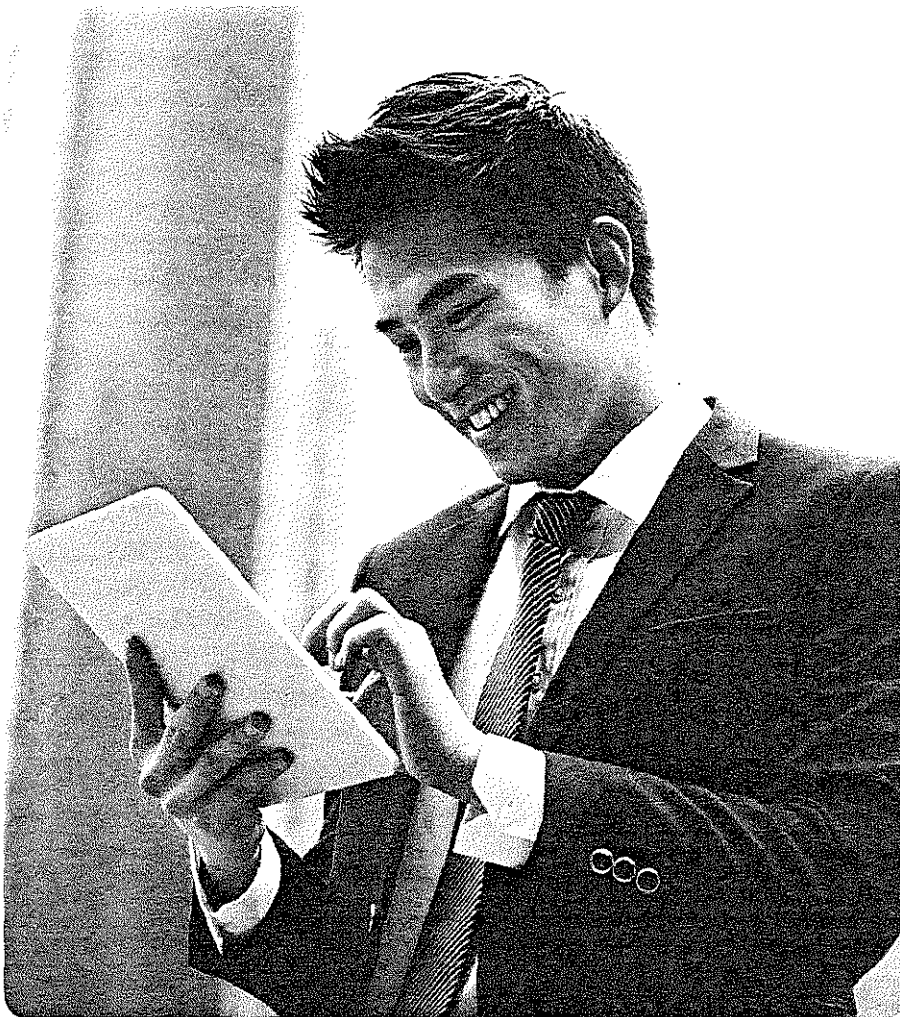


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5



## AT&T IP Flexible Reach | Most of World



Available in 55+ countries

- US sites with LD & Local
- Global sites with LD & Limited Local
- Delivered for client-managed router, with AT&T-managed CSU

IP Toll-Free – US originated, Global Termination to 38+ countries

Redundancy

- Single site dual access
- Single site diverse access
- Single site dual router, diverse access

Call quality SLAs via VQM's  
(Voice Call Monitors)

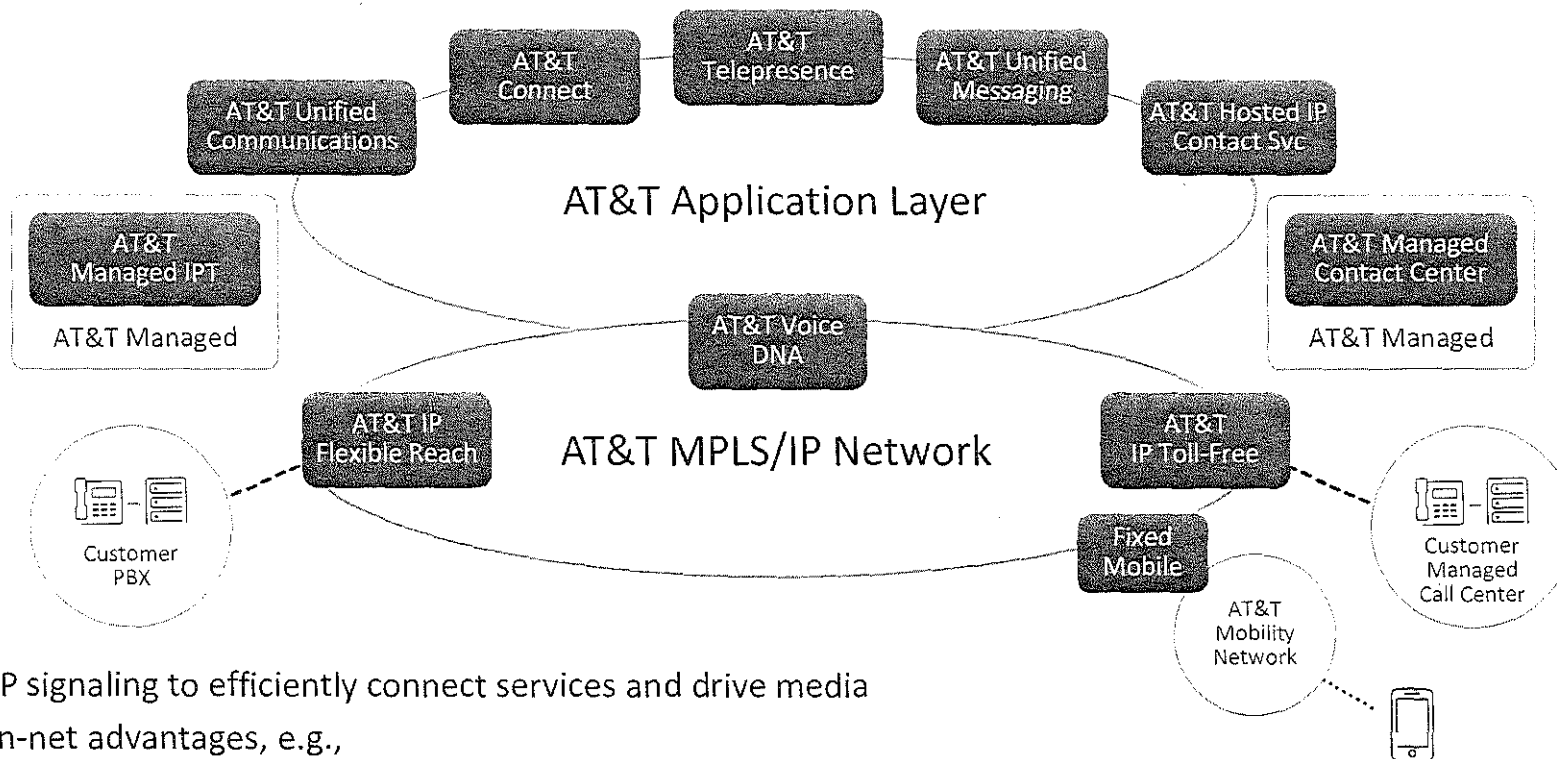


# AT&T IP Flexible Reach

Enhanced and Complementary Features



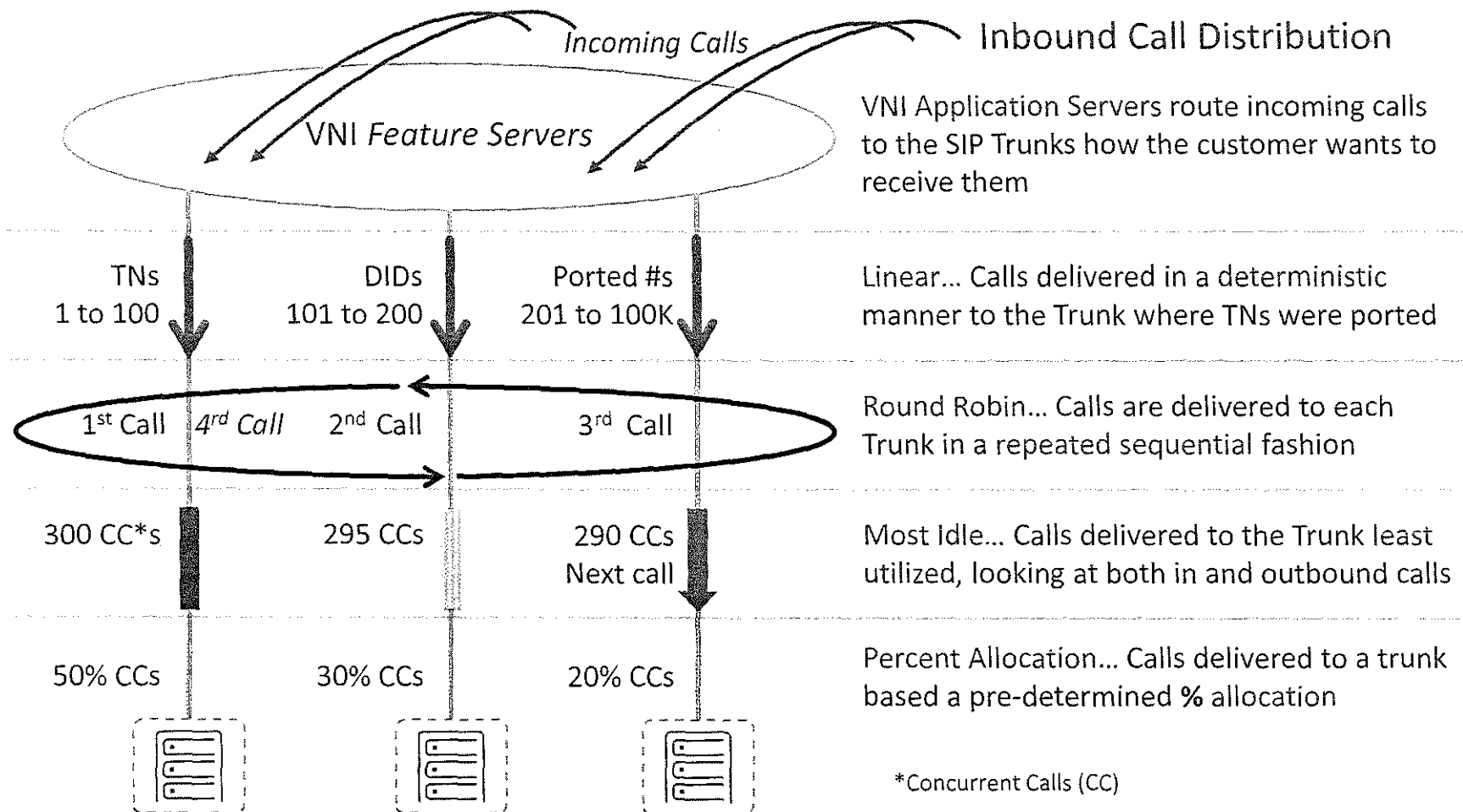
## AT&T IP Flexible Reach | Enables advanced connections



- SIP signaling to efficiently connect services and drive media
- On-net advantages, e.g.,
  - Ubiquitous access to applications
  - Global reach (VoIP permitted in ~60 countries)
  - Quality of Service with call quality, enabling SLAs
  - Pricing advantages



## IP Flexible Reach | Enhanced Features – Trunk Call Routing



# AT&T IP Flexible Reach | Enhanced Features

## Management Options

A web-based Customer Portal is available for feature self-management and reporting

- Max DID Policing
- Anonymous Call Rejection
- Account Codes
- Authorization Codes
- Sequential Ringing
- Simultaneous Ringing

## Appearance Option

- Configurable Calling Line ID

## Authorization/Restriction Options

- Operator Assistance / Directory Assistance
- Domestic
- International
- Toll-Free

## Call Forwarding Options

Set by user with Feature Access Codes (FAC) or through the Portal

- Call Forwarding Always
- Call Forwarding Selective
- Call Forwarding Busy
- Call Forwarding Not reachable
- Call Forwarding No Answer

## Call Transfer Options

Controlled from customer IP-PBX

- Call Transfer Blind (SIP REFER)
- Call Transfer Consult (SIP REFER)





# AT&T IP Flexible Reach

## Summary



## Why AT&T IP Flexible Reach?

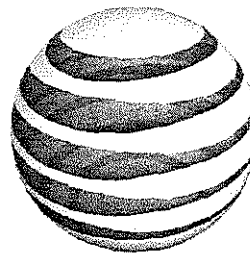
Build a new outlook on how using SIP for your voice service could benefit your bottom line and overall productivity. Empower your business for the future with AT&T IP Flexible Reach.



### What's in it for you...

- Consolidate voice and data with a potential lower Total Cost of Ownership (TCO), optimizing your budget
- Increase your voice functionality
- Create a flexible working environment – make it available virtually anywhere including globally and with mobile devices
- Can improve productivity - make regular voice tasks more efficient and enable collaboration
- Have less hardware on site than with traditional systems
- Simplify administration and maintenance









## *AT&T Enhanced Features*

*Your SIP Trunking network solution is now even better*

The AT&T Enhanced Features package contains features that add further functionality to your AT&T IP Flexible Reach service. Don't have call forwarding with your AT&T IP Flexible Reach service? Add the AT&T Enhanced Features package and not only will you have call forwarding, but five different flavors and more in one great package!

### **Enhanced Features line-side features**

- Account Codes
- Anonymous Call Rejection
- Authorization Codes
- Call Forwarding Always
- Call Forwarding Selective
- Call Forwarding Busy
- Call Forwarding Unreachable
- Configurable Calling Line ID
- Direct Inward Dial (DID) Policing
- Max DID Policing
- Scheduling
- Sequential Ringing
- Simultaneous Ringing



A web-based Customer Portal is available for feature self-management and reporting. All you need is an internet connection and you can manage your features from anywhere at any time.

Many features can be managed from your desk phone by using star codes - very convenient to make changes on the fly.

In the event of a disaster, configure the Call Forward Unreachable feature and forward your AT&T IP Flexible Reach telephone number to a mobile phone, for example.

Charge your customers for your time. Set up the Account Code feature and run the Outbound Call detail report to gather the data you need to bill those customers!

Use the scheduling feature and automatically forward your calls to another telephone number outside of business hours.

Use Authorization Codes to block users from making calls such as international or intra-Enterprise.

Use the Bulk Management tool in the Customer Portal to configure features for more than one telephone number at a time. For example, if you want to configure call forwarding for up to 1000 telephone numbers, you can edit a template file and upload it all at once.

Use the reporting capability in the Customer Portal to get details about how features are currently set up for your users through the User Inventory report or get details about inbound calls through the Inbound Call Detail report, for example.

This is just part of the story. You get Trunk Call Routing features with your package. Trunk Call Routing features allow you to define call routing behavior that includes both call distribution and failover.

## Trunk Call Routing features

- Linear
- Most Idle
- Round Robin
- Percent Allocation

For a more uniform call distribution path, use the Round Robin feature and distribute those calls evenly across all the circuits.

For specified load balancing, use the Percent Allocation Trunk Call Routing feature.

## Hardware

The AT&T Enhanced Features package uses the existing hardware that your IP Flexible Reach service already provides.

## How It Works

The AT&T Enhanced Features package rides on top of the AT&T IP Flexible Reach service. Once the package is installed, you'll have access to the web-based Customer Portal to begin using your new features.

## How To Order

All of these features are included in the AT&T Enhanced Features package with one price point. Contact your Sales Representative for more details on how you can get the AT&T Enhanced Features package for your IP Flexible Reach service.

\* Limitations do apply to customer premises equipment that has not been certified.

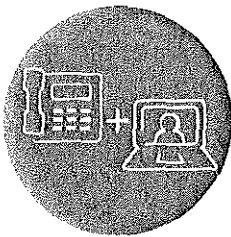
# Combine your voice and data networks



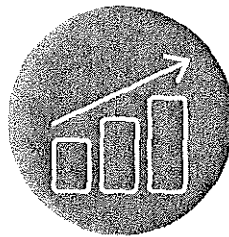
## What is SIP?

Session Initiation Protocol (SIP) works with Voice over IP (VoIP) to integrate voice and data on a single network so you can optimize the network capacity and flexibility of your existing PBX or key system investments. In other words, SIP makes your voice trunks speak the same language as your network resulting in faster, better quality and more flexible service. SIP Trunking with VoIP provides a new foundation for advanced services.

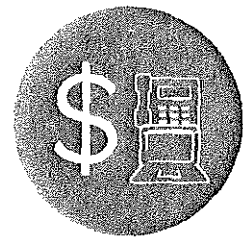
## Why use SIP trunking



Consolidate  
voice and data

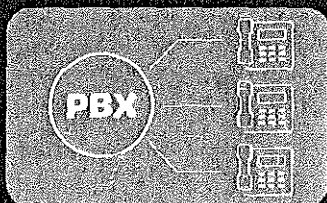


Improve productivity  
and growth potential



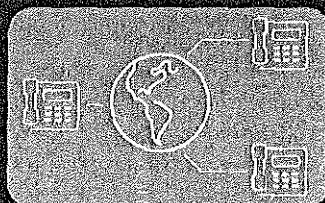
SAVE  
resources

## SIP connects all your phone systems



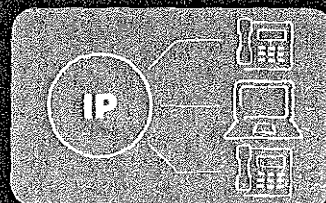
### Private branch exchange

- Distribute calls as you like
- Less lines necessary compared to traditional trunks in many cases



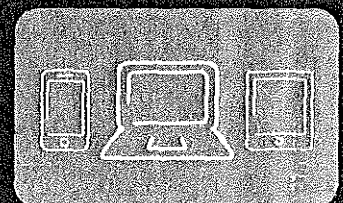
### Telephones

- Helps scale your services as needed
- Keep what you have—no need to invest in new equipment for voice lines



### IP phones

- Use your computer as a phone
- Use a hardware based IP phone that connects directly to your computer's network connection
- Seamless integration between IP phones and network



### Mobile devices

- Stay connected from virtually anywhere
- Your phone is an extension of your office; make and receive calls over the network
- Shows your company caller ID on outbound calls

Contact AT&T for more information about SIP or to get a VoIP solution to meet your needs.

Visit us at [www.att.com/hosted-voip](http://www.att.com/hosted-voip)

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## Product Brief

# AT&T Dedicated Internet

Your business uses the Internet for many critical operations – electronic commerce, e-mail, remote access, productivity and much more. With AT&T Dedicated Internet, you get high speed, dedicated Internet access with the features you need to stay connected to your customers, business partners and employees. AT&T Dedicated Internet is no ordinary Internet connection. You get reliability you can count on with associated service level agreements, optimal performance, scalability and business security features from one of the world's leading service providers.

### High Speed Internet Access and Options That Fit Your Business

AT&T Dedicated Internet provides a dedicated symmetrical Internet connection, with extensive reach throughout the United States (including Puerto Rico and U.S. Virgin Islands) for your business, 24 hours a day. You can select our completely AT&T Managed Solution, or choose to manage components of your Internet access solution yourself by providing your own equipment. Either way, we proactively monitor your Internet access around the clock and provide enhanced features to help protect your critical business applications.

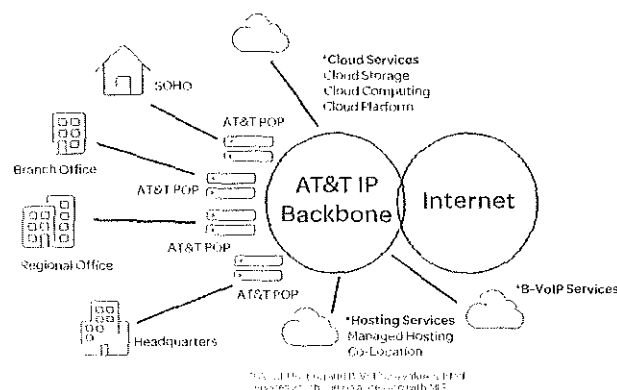
Fast, Symmetric Connection  
Highly Redundant Network Nodes  
for Unparalleled Reliability  
40Gb National IP Backbone

Features and options include:

- Speeds: 1.5 Mbps – 40 Gbps\*
- Access Types: Ethernet and Private Line
- Standard Features Include: Network Monitoring and Maintenance, Primary and Secondary IP Addresses, Packet Filtering, Flexible Billing Arrangements, Electronic Servicing Capabilities
- Options: AT&T Provided and Managed Router, SDN (Software Defined Networking) enabled capability to reduce provisioning time, VoIP, Class of Service, Security Solutions, Managed Redundancy, Hosting, Co-Location and Cloud Services

### End-to-End Management As You Need It

More than just an Internet connection, AT&T Dedicated Internet is your complete solution: offering symmetric access, guaranteed provisioning and around the clock technical support. You will experience the quality and performance you need to conduct business over the Internet with confidence.



### Potential Benefits

- Your connection to the Internet is dedicated, not shared with other businesses, and provides a symmetrical connection (equal upload and download speeds) to support critical business applications
- Reliability you can count on backed by industry-leading Service Level Agreements that provide service availability of 100%, data delivery of 99.95%, and US network roundtrip latency of 37ms
- 24x7x365 technical support and proactive monitoring assure continuous end-to-end availability of your dedicated Internet access connection

### Features

- Equipment Options: AT&T Provided and Managed Equipment (router, modem) or Customer Provided
- Extensive reach in the United States including Puerto Rico and U.S. Virgin Islands
- E-Servicing – BusinessDirect<sup>®</sup> portal, access to customer care website, e-bill, e-maintenance, usage reporting and e-servicing tools
- Optional security management including firewall and better protection against Internet viruses and attacks
- IPv6 enabled

\*Some speeds may not be available in all areas.

For more information contact an AT&T Representative or visit [www.att.com/adi](http://www.att.com/adi)

Share this with your peers



To learn more about AT&T Dedicated Internet, visit [www.att.com/adi](http://www.att.com/adi) or have us contact you.

12/01/16 AB-0326-09

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# AT&T Dedicated Internet<sup>®</sup>

## Business-Class Dedicated IP Access

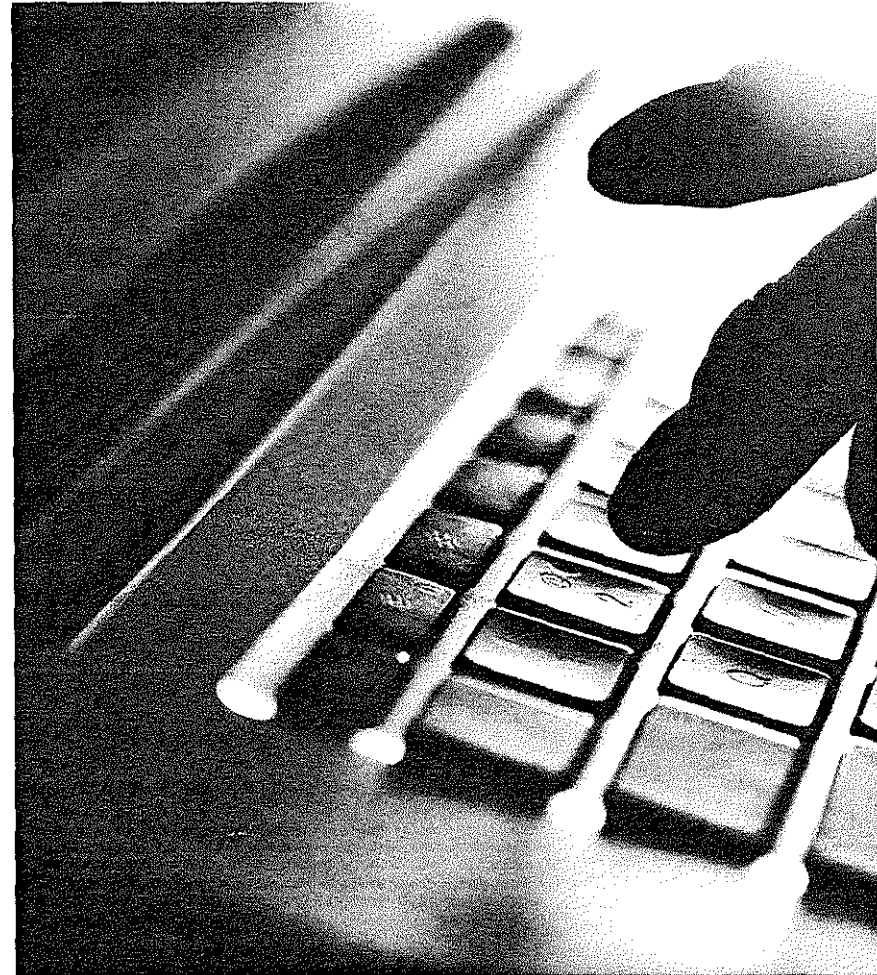
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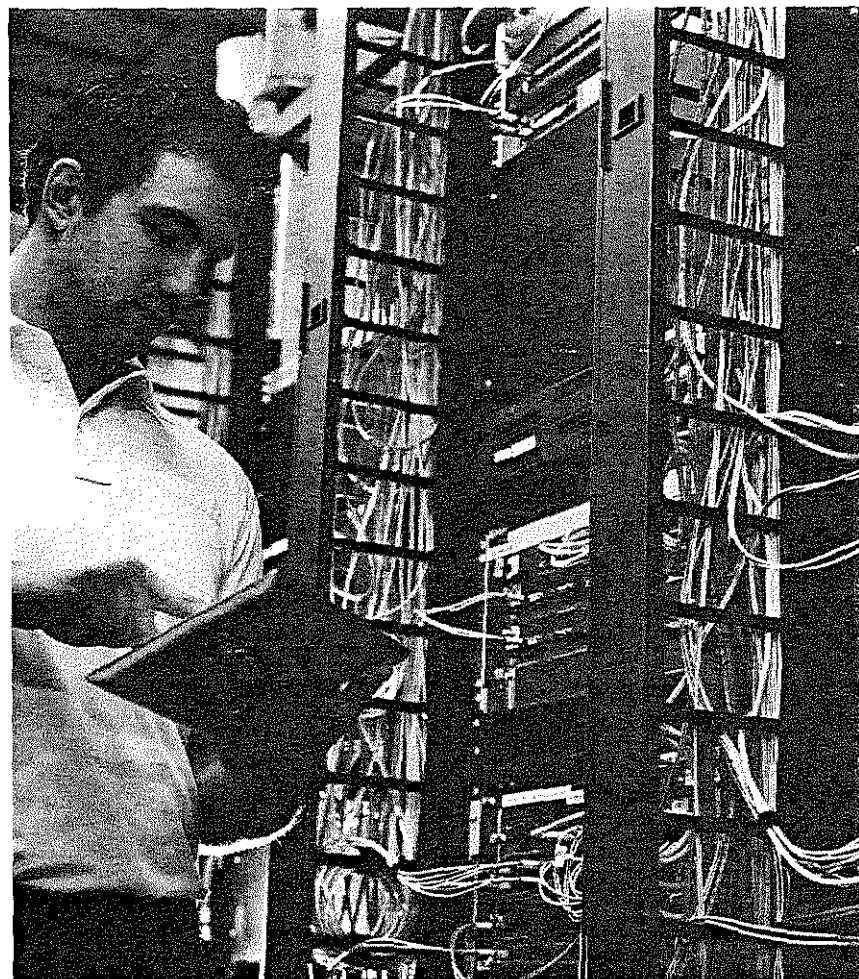
## AT&T Dedicated Internet® | Business-Class Dedicated IP Access

- AT&T Dedicated Internet® delivers with fast, symmetric IP access to support your most demanding applications.
- Isn't high availability important to your business? The AT&T 40 Gbps IP Backbone with redundant, multiple ring design is intended to provide superior reliability, so you can conduct business over the internet with confidence.
- The real deal: Others from Service Level Objectives, but AT&T's high reliability and performance is backed by industry leading Service Level Agreements (SLAs). As you would expect of a premium quality service, you'll get what you pay for, and we'll credit you pursuant to the SLAs.
- A business class with business class support. You'll be supported by an experienced team of specialists in account management, service installation, customer care, and network maintenance.



## AT&T Dedicated Internet® | Business-Class Dedicated IP Access

- Rapid service installation gets you up and running on time, within budget. We'll work closely with you to let you know what to expect every step of the way to meet your due date.\*
- Flexible billing arrangements can help you save money either with a fixed rate plan, or with rates that can be adjusted to your data needs – ideal for businesses that need temporary increases in bandwidth to support occasional higher volumes of data.
- Pick the bandwidth that's right for you: Select from 1.5Mb to 40Gb of high speed, symmetrical bandwidth according to your business needs (all speeds not available in all locations).
- AT&T Dedicated Internet® is Dual Stack (IPv4/IPv6) ready! This means you'll be able to communicate via the internet, while avoiding costly, time consuming re-installations and re-numbering down the road.



\*Service delivery can begin when AT&T receives certain customer provided information.



## AT&T Dedicated Internet® | Business-Class Dedicated IP Access

### What is IPv6?

Internet Protocol (IP) defines how computers communicate over a network. Originally, computers communicated using a 32-bit address known as IPv4. With the explosive growth of the Internet, IPv4 addresses will soon be exhausted. IPv6 is the next generation protocol designed to replace IPv4 and allows for  $3.4 \times 10^{38}$  host addresses (that's roughly 340 trillion, trillion, trillion unique IP addresses).

### What is Dual Stack?

"Dual Stack" refers to a network that enables you to send and receive both IPv4 and IPv6 data via the Internet.

AT&T Dedicated Internet\* is Dual Stack enabled and ready to meet your current future and Internet needs.

In a Dual Stack network there is no issue between IP4 and IP6.

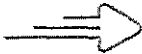
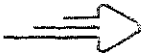


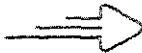
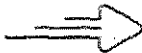
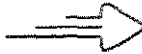

	IPv4 Host	IPv6 Host	Dual Stack Host
IPv4 User	✓	✗	✓
IPv6 User	✗	✓	✓
Dual Stack User	✓	✓	✓

\*Some speeds or services not available in all locations





## AT&T Symmetric Internet Access | Why it's better for business

	AT&T Dedicated Internet 20Mb/20Mb	Broadband Asymmetric 50Mb/5Mb
Download		
Upload		
Off-peak		
Peak		

### Consider...

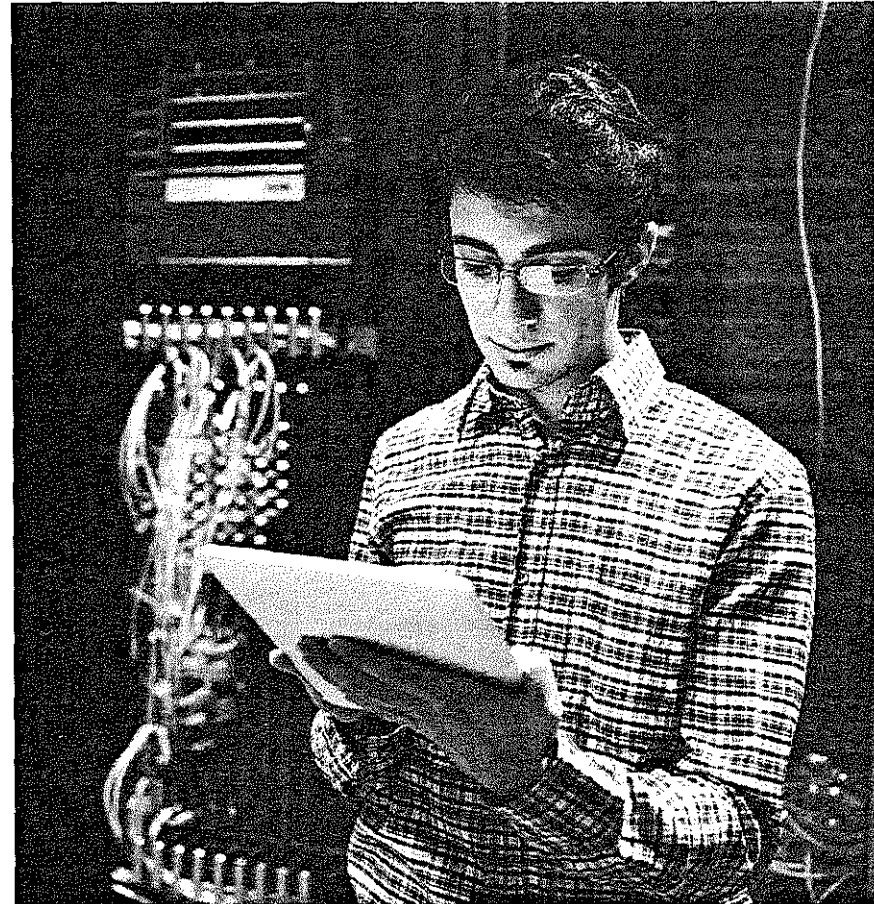
- Broadband asymmetric may be OK for home use where downloading is the key requirement.
- But business needs are different: upload and download speeds are equally important.
- Broadband asymmetric uses a shared domain; performance suffers as more people use it.
- AT&T Dedicated Internet provides a consistent upload and download speed no matter how many people use it.



# AT&T Dedicated Internet supported by AT&T's MPLS IP Network

Engineered for performance and reliability

- AT&T Dedicated Internet includes these industry-leading Service Level Agreements:
  - Service Availability: 100%
  - Data Delivery: 99.95% in U.S., 99.90% in MoW
  - Roundtrip Latency:  $\leq 37$  ms in U.S., varies by region in MoW
  - Jitter: 1 ms in U.S., 1.2ms in MoW
- We update our IP network performance statistics every 15 minutes so you can see how YOUR network is doing
- Check it out! [www.att.com/ipnetwork](http://www.att.com/ipnetwork)



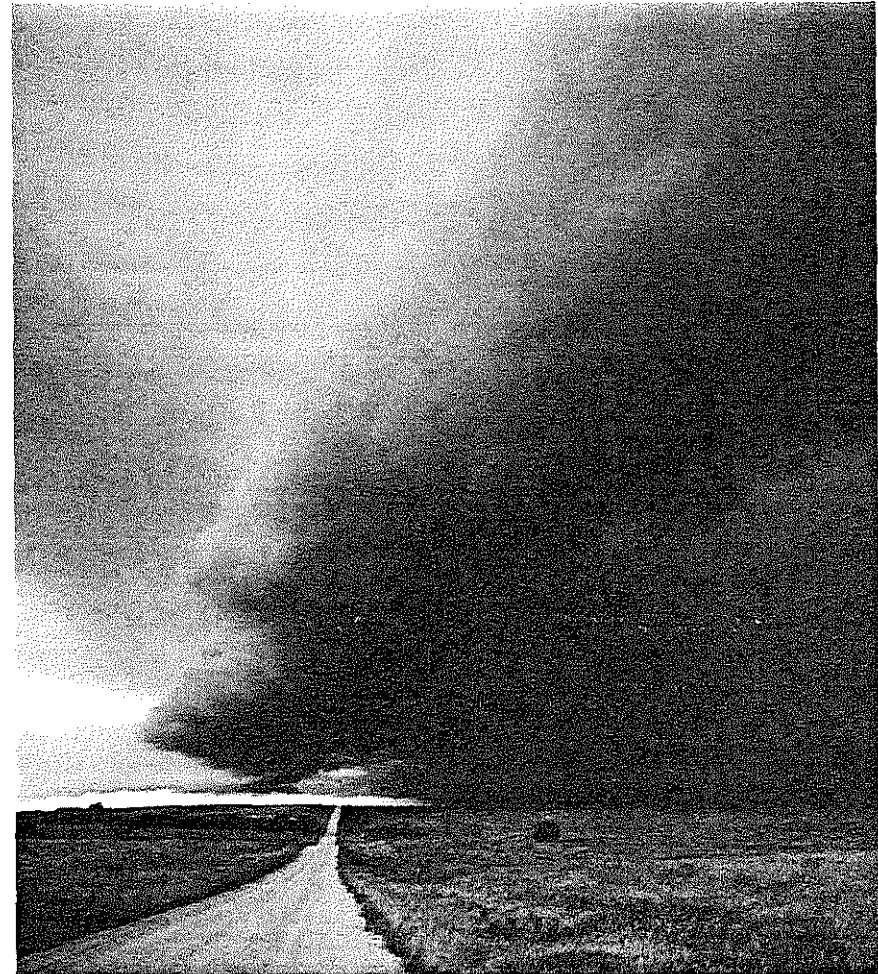
# AT&T Network Disaster Recovery team

## Committed to business continuity

- AT&T has invested \$300M in more than 150 specialized support vehicles containing all network equipment, power and environmental systems to provide service until permanent repairs are completed.
- Disaster Recover\* exercises are conducted frequently so we are READY to restore communications for YOU should a catastrophe occur!

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*AT&T can restore functionality of our Network Nodes within minutes to hours in the event of catastrophic occurrences such as hurricanes, tornadoes or any other service affecting disaster.*



\*Disaster Recovery not available outside U.S.

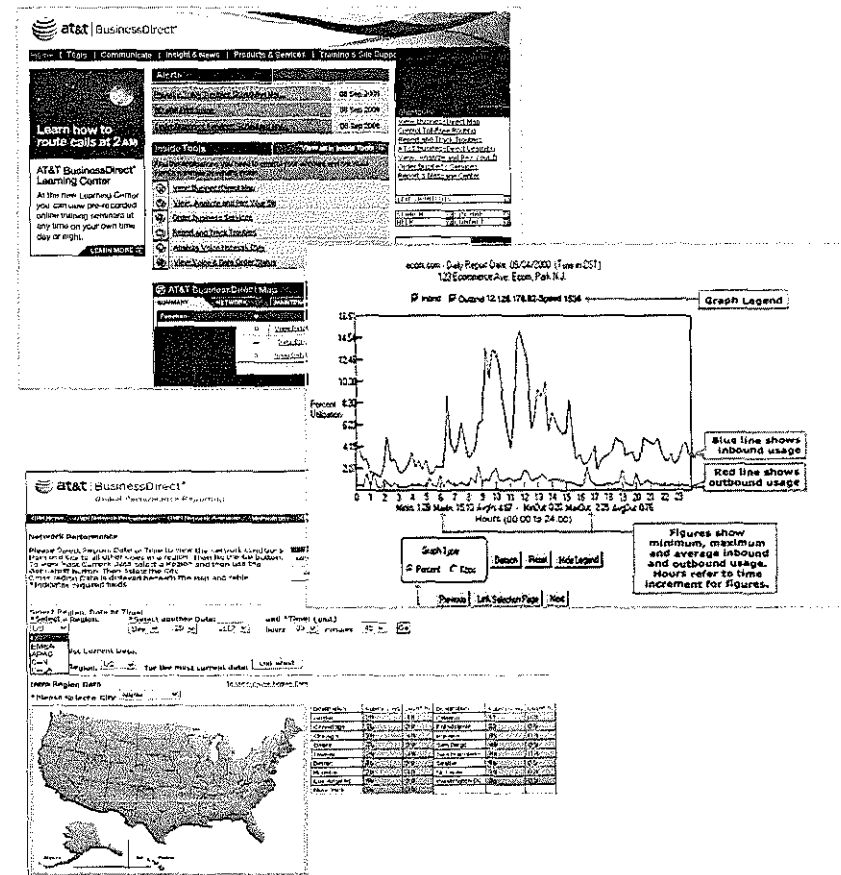


# AT&T Business Direct®

## Optimal IP network performance for your business

### Key features

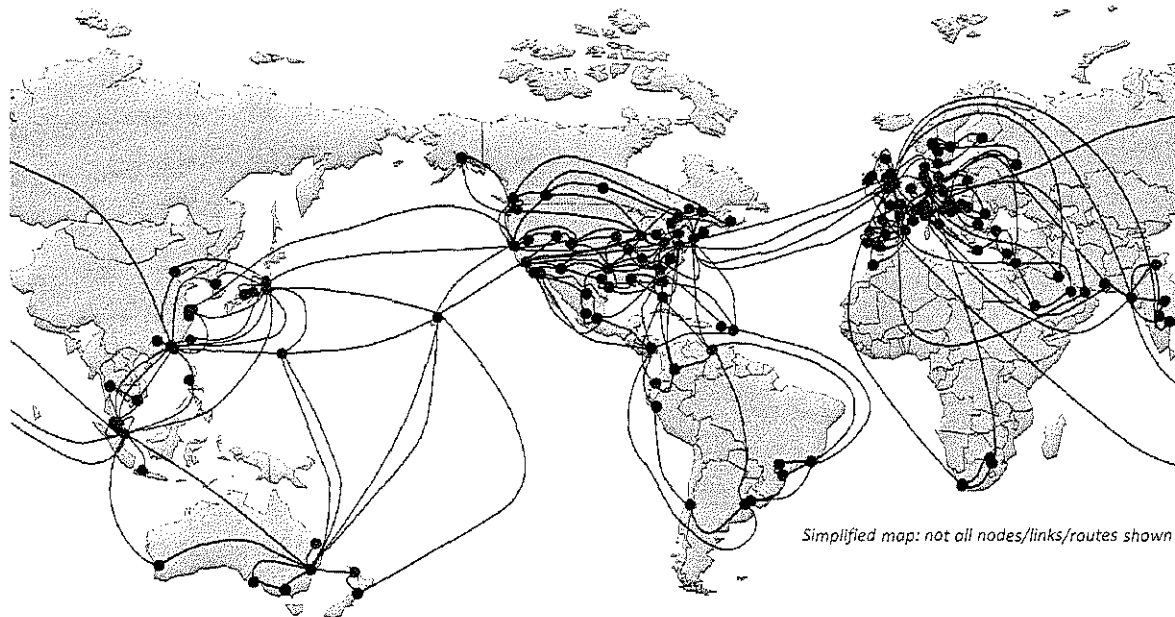
- An easy-to-use website for you to:
  - Monitor your Managed Internet Service utilization and other performance metrics
  - Invoke operational contingency plans
  - View current and historical invoices
- Highly secured access, with:
  - Secure Sockets Layer (SSL) encryption
  - Validation of every transaction
  - Servers housed in state-of-the-art data centers
  - A back up production site allowing access from alternate locations if needed for disaster recovery
- Extensive online support, including tutorials, videos and FAQs





## Build the best network | Global reach and consistency

- Multi-protocol Label Switching (MPLS)-based services\* available to 197 countries<sup>1</sup> over 3800+ nodes
- Dedicated Ethernet access in 150 countries<sup>1</sup>
- 38 Internet data centers across the globe
- 1,020,737 fiber route miles globally
- 1,407,978 wavelength miles of 40 Gbps, over 51,97101 wavelength miles of 100 Gbps
- AT&T Passport members: wireless access to 1.3M+ WiFi hotspots in 62 countries<sup>1</sup>
- AT&T Remote Access Services customers: 1,026,471 total points in 125 countries<sup>1</sup>
- 1M+ WiFi Hotspots in 118 countries<sup>1</sup>
- Wired Ethernet access (hotels) in 53 countries<sup>1</sup> via 800+ access points
- Dial-up available in 102 countries<sup>1</sup>



\*MPLS technology enables high-quality delivery to multiple services over a single IP Network Infrastructure

<sup>1</sup>The word "countries" means "countries and territories".

The AT&T network carries more than **100.4** perabytes of data traffic on an average business day

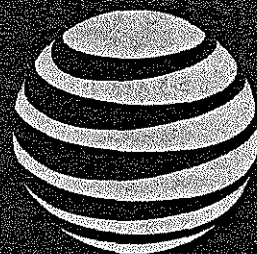


## Why AT&T Dedicated Internet?

World Class IP Backbone	<ul style="list-style-type: none"><li>• High performance AT&amp;T IP backbone reduces latency, jitter &amp; packet loss</li></ul>
Reliability	<ul style="list-style-type: none"><li>• Service backed up with SLAs</li><li>• Symmetrical service delivering the same quality in both directions.</li></ul>
IPv4 and IPv6 capable	<ul style="list-style-type: none"><li>• Dual stack (IPv4/IPv6) with compatibility with your devices.</li></ul>
Management Tools	<ul style="list-style-type: none"><li>• BusinessDirect gives you the tools to monitor and manage your internet connections.</li></ul>
Robust Support Processes and Staff	<ul style="list-style-type: none"><li>• Dedicated IP Toll-Free Project Management for smooth order delivery</li><li>• 24x7x365 proactive &amp; reactive technical support</li><li>• Multi-lingual Helpdesk support in ten (10) Global Customer Support Centers in Asia Pacific, EMEA and North America</li><li>• eTicketing through AT&amp;T BusinessDirect® for Added Customer Convenience</li></ul>

Experience, quality and value







# AT&T Dedicated Internet (ADI) – IPv6



# AT&T Dedicated Internet– IPv6

## A little background

### •What is an IP Address?

- IP address, or "internet protocol address", is a unique identifying number given to every single computer on the internet. An IP address is like your street address or telephone number: if someone wants to send you mail or "call" your website, your address is needed for them to reach you.

### •What's Happening?

- With the explosive growth of the internet, ipv4 address capability is expected to be exhausted in the near future. IPv6 is the solution to the IPv4 address shortage

### •What is IPv6?

- Internet Protocol defines how computers communicate over a network. IPv6 is short for "Internet Protocol Version 6". IPv6 is the next generation protocol designed to replace the current IP Version 4 ("IPv4").

### •Why IPv6?

- IPv4 supports about 4.3 billion host addresses. With the explosive growth of the internet, ipv4 address capability is expected to be exhausted by the end of 2012. IPv6 is the solution to the IPv4 address shortage It replaces the 32-bit IPv4 address with a 128-bit address for a capacity of  $3.4 \times 10^{38}$  hosts (roughly 340 trillion, trillion, trillion unique IP addresses)

# AT&T Dedicated Internet– IPv6

## Important questions (and answers)

- What is “Dual Stack”?

- In the context of IPv6 transition, “dual stack” refers to a network that supports both IPv4 and IPv6. Dual stack allows customers the ability to send and receive both IPv4 and IPv6 data. Most current implementations of IPv6 use a dual stack.

- Will AT&T continue to support IPv4 addressing?

- Support for existing services with IPv4 addressing will continue. As we approach the exhaust of available IPv4 addresses, new service will be required to use IPv6 addressing.

- What happens when IPv4 addresses are no longer available?

- Existing devices and networks connected to the Internet through IPv4 addresses will continue to work as they do now. In fact, IPv4-based networks are expected to co-exist with IPv6-based networks for a long time.

- How much will dual stack IPv6 cost?

- There is no additional charge for dual stack service in ADI and ADIG. Dual Stack (IPv4/IPv6) and “Pure IPv6” (IPv6) are available now as an option on ADI and ADIG service.

# AT&T Dedicated Internet– IPv6

## Important questions (and answers) cont.

- **Is IPv6 available for ADI today?**

- **In the US**

- ADI Dual stack is now available. This provides dual stack (IPv4/IPv6) capability nationwide for speeds from T-1 through OC12 on customer-managed routers (ADI Basic) and AT&T-managed routers (ADI Plus).
- ADI IPv6 is now available. This provides “Pure IPv6” (IPv6) capability nationwide for speeds from T-1 through OC12 on customer-managed routers (ADI Basic) and AT&T-managed routers (ADI Plus).

- **Outside the US**

- ADIG IPv4/IPv6 Dual stack and Pure IPv6 are now available for both AT&T Managed and Customer managed CPE options. Speed availability varies per country.

- **Will IPv6 be available with Ethernet access?**

- **In the US**

- Dual Stack for ADI Ethernet (≤GigE, 10GigE and Nx10GigE) is now available under Controlled Introduction. This will offer new starts for ≤1GigE.





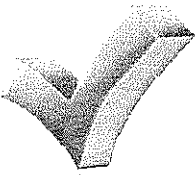

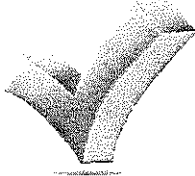
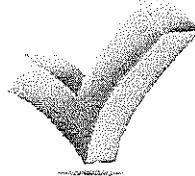

- **Outside the US**

- ADIG IPv4/IPv6 Dual stack and Pure IPv6 with Ethernet access is available based on country availability

# AT&T Dedicated Internet– IPv6

**Who can communicate with whom?**

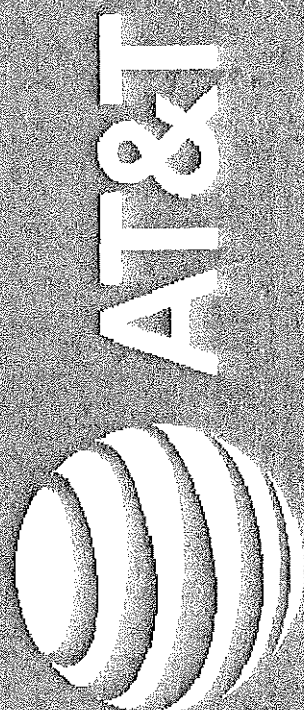
(Dual Stack can communicate with everyone)

	IPv4 Host	IPv6 Host	Dual Stack Host
IPv4 User			
IPv6 User			
Dual Stack User			

# AT&T Dedicated Internet– IPv6

## Important questions (and answers) cont.

- What should I do?
    - Existing ADI Customer:
      - » Keep existing IPv4 ADI Service
      - » When ready to do testing or when need for IPv6 arises “upgrade” to Dual Stack service. (You keep your IPv4 addresses and we add IPv6)
        - Might have to change the router at your location
    - New ADI Customer:
      - » Order **now** to ensure availability of IPv4 addresses
      - » “Future proof” by ordering ADI Dual Stack Service
- OR**
- » If not ready to begin using IPv6, order IPv4 ADI Service and when ready to do testing or when need for IPv6 arises “upgrade” to Dual Stack service
    - Might have to change the router at your location

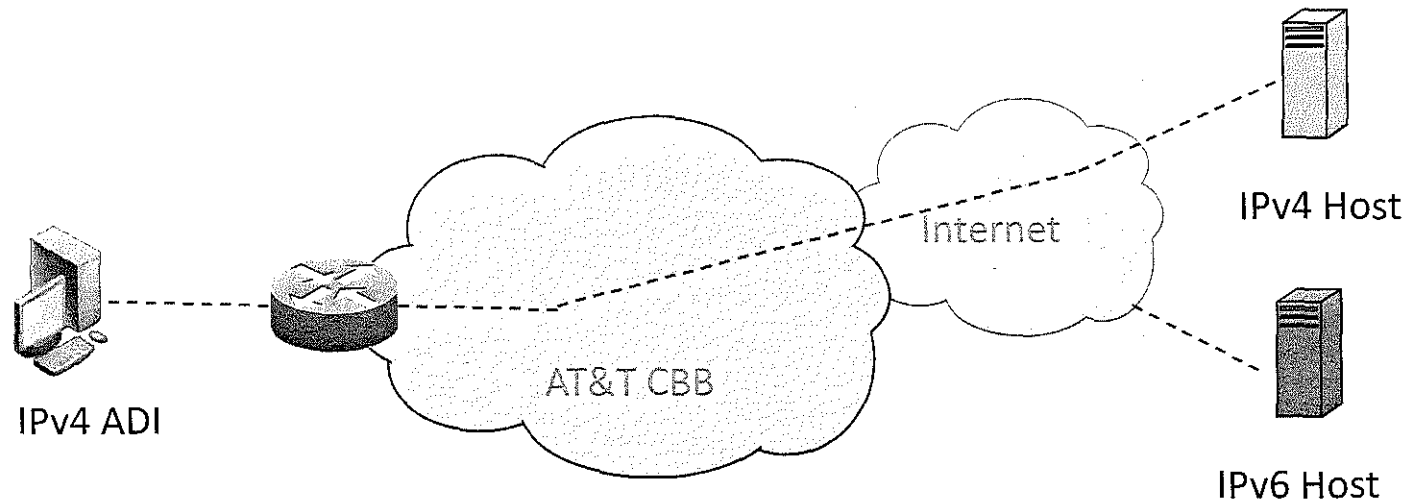


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# Optional Information

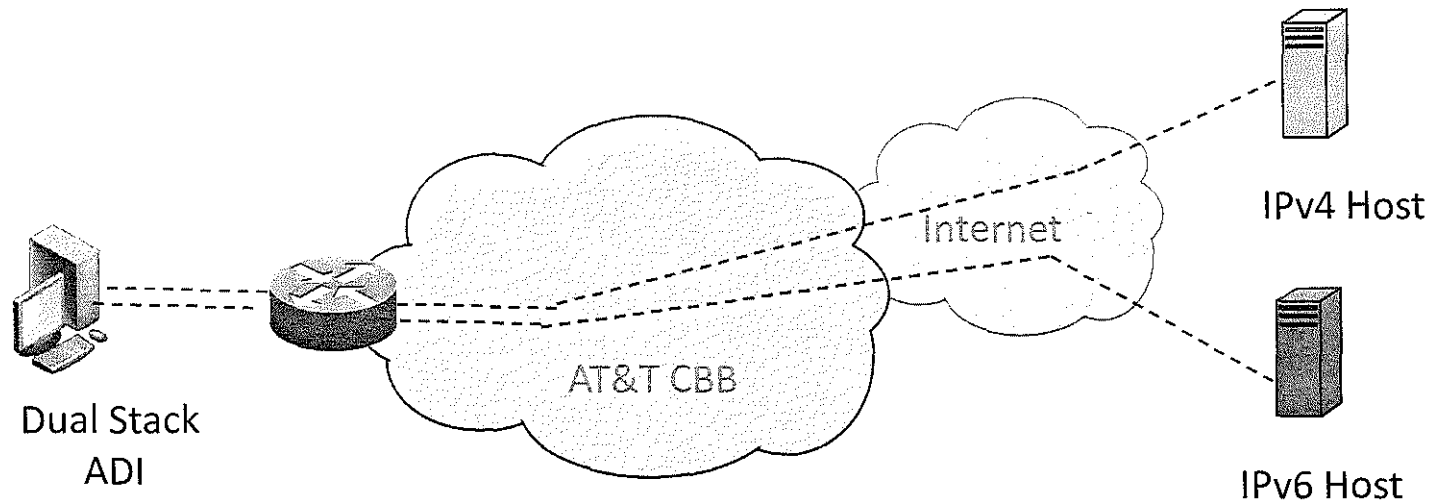
## AT&T Dedicated Internet– IPv6



An end user with new or existing IPv4 ADI will continue to be able to communicate with Hosts and websites that have IPv4 addresses but will not be able to communicate with hosts that have only IPv6 addresses

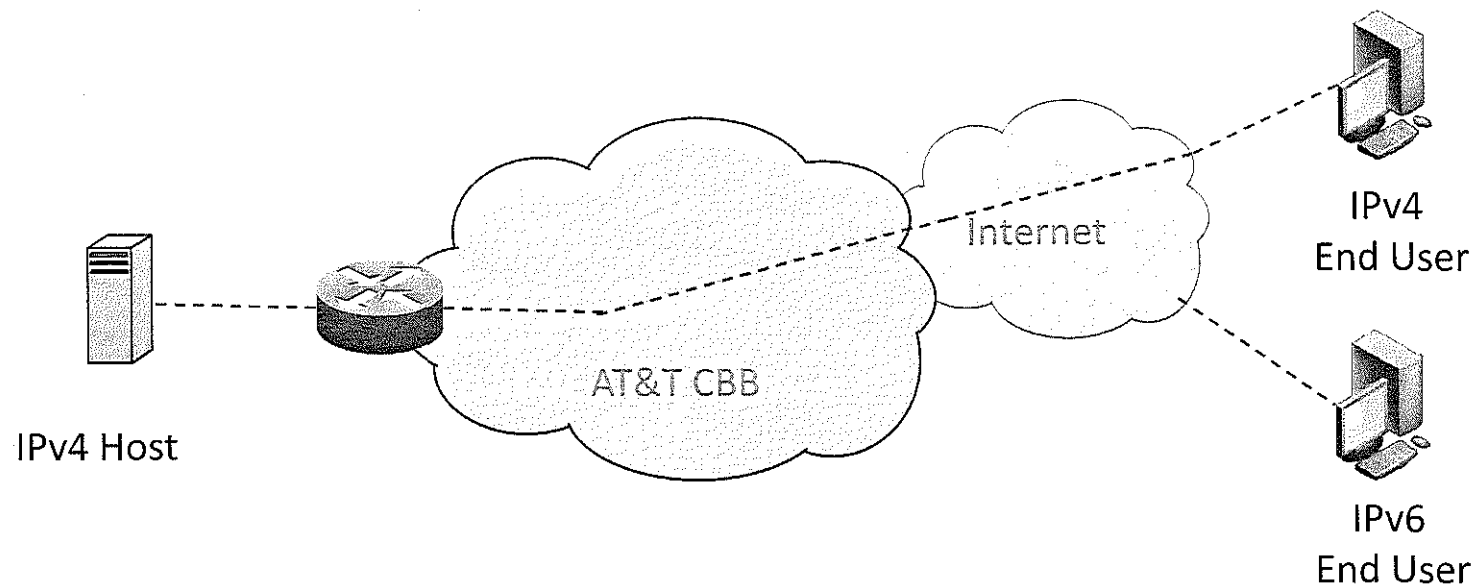


# AT&T Dedicated Internet– IPv6



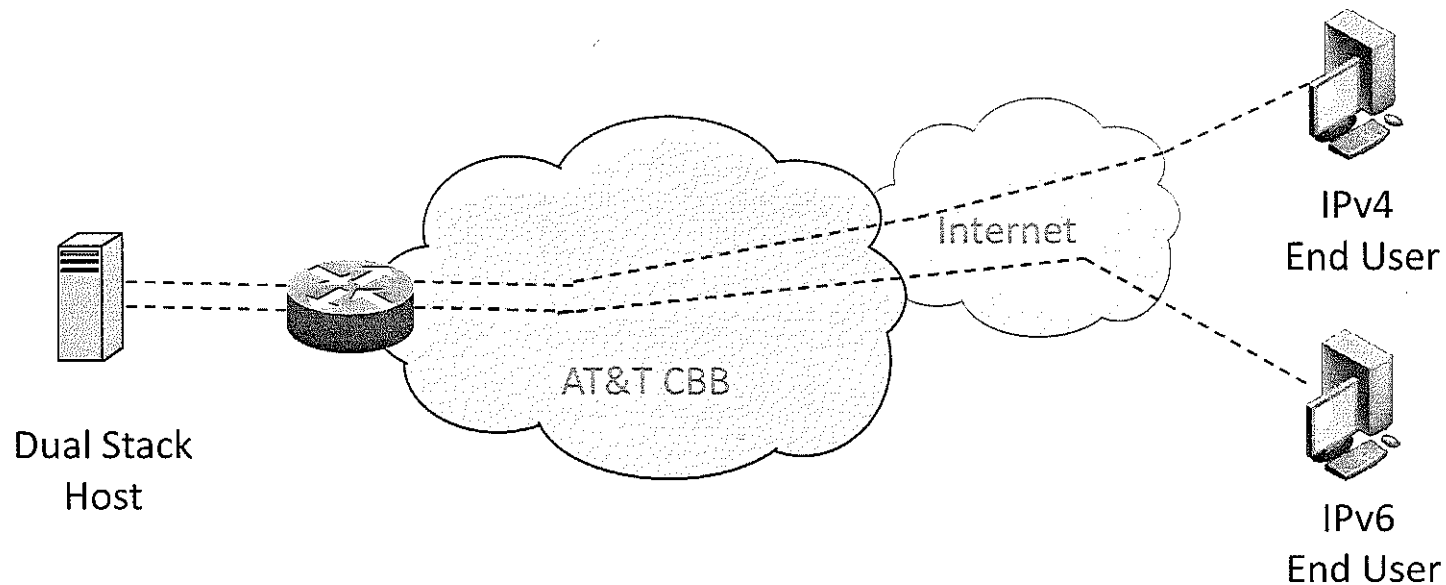
An end user with dual stack ADI will continue to be able to communicate with Hosts and websites that have IPv4 addresses and will be able to communicate with hosts and websites that have IPv6 addresses

# AT&T Dedicated Internet– IPv6



A host with IPv4 ADI will continue to be able to communicate with End Users that have IPv4 addresses but will not be reachable from End Users that have only IPv6 addresses

# AT&T Dedicated Internet– IPv6



A host with dual stack ADI will continue to be able to communicate with End Users that have IPv4 addresses and will be able to communicate with End Users that have only IPv6 addresses

# AT&T Dedicated Internet– IPv6

## How to IPv6-enable my website

Confirm that your hardware and software support IPv6.

- File Server
- Web Server

### Find IPv6-capable access

- Dual stack is best
- Make sure your service provider has IPv6-capable DNS hosting

### Test

- Set up testing in a lab-type environment

### Deploy

- Tell the world you're IPv6 ready

Consider using AT&T IPv6 Consulting Services [www.corp.att.com/consulting](http://www.corp.att.com/consulting)

# Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 18-Feb-2017	
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INSURED Subsidiaries of AT&T Inc. One AT&T Plaza 208 South Akard, Room 1830.06, Dallas Texas 75202 United States				Co.B Co.C Co.D Co.E Co.F		
COVERAGES						
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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY 307524	01-JUN-2016	01-JUN-2017	GENERAL AGGREGATE	20,000,000
					PRODUCTS - COMP/OP AGG	10,000,000
					PERSONAL AND ADV INJURY	10,000,000
					EACH OCCURRENCE	10,000,000
					FIRE DAMAGE (ANY ONE FIRE)	1,000,000
					MED EXP (ANY ONE PERSON)	N/A
A	AUTOMOBILE LIABILITY Any Auto	MWTB 307523	01-JUN-2016	01-JUN-2017	COMBINED SINGLE LIMIT	10,000,000
A		*MWZX 307525 (MI) -See Limits Below	01-JUN-2016	01-JUN-2017	BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	

					AGGREGATE	
A	WORKERS	MWC 307526	01-JUN-2016	01-JUN-2017		
A	COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	00 **MWXS 307527 (OH- WA)-See Limits Below	01-JUN-2016	01-JUN-2017	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	PROFESSIONAL LIABILITY	MWZZ 307522	01-JUN-2016	01-JUN-2017	\$10,000,000 Aggregate / \$10,000,000 Each Occurrence	RETENTION: \$10,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

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<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> Subsidiaries of AT&T Inc. One AT&T Plaza 208 South Akard, Room 1830.06, Dallas Texas 75202 United States	
<b>ADDITIONAL INFORMATION</b> <b>ADDITIONAL INSURED:</b> Additional Insured applies under the General Liability and/or Automobile Liability policy(ies) but only as required by the written contract.		
<b>WAIVER OF SUBROGATION:</b> Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by the written contract and allowable by law.		
<b>PRIMARY &amp; NON-CONTRIBUTORY:</b> The General Liability insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance as required by the		

written contract.

\*Excess Automobile Liability - MWZX 307525 (MI)

Combined Single Limit - \$1,000,000

Self-Insured Retention - \$1,000,000

\*\*Excess Workers' Compensation - MWXS 307527 (OH-WA)

Self-Insured Retentions

OH & WA - \$500,000,000 (except Terrorism)

OH & WA - \$600,000,000 (Terrorism)

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

AT&T Corp. is responsible on behalf of itself and service providing affiliates dba AT&T Corp.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

2/20/2017

Date



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>AT&amp;T Corp</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>PO Box 5095</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Carol Stream, IL 60197-5095</b>	
	7 List account number(s) here (optional)	
<b>***NOTE*** Always use "Remit To" address when making payments.</b>		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
1	3	-	4	9	2	4	7	1 0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>1/13/16</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**BIDDER'S LIST  
TELECOMMUNICATIONS, DATA AND INTERNET SERVICES**

**SmartCom  
600 Ash Ave.  
McAllen, Texas 78501**

**AT&T  
721 Beech Ave  
McAllen, TX 78501**

**Time Warner Cable: Business  
Class  
2921 S. Expressway 83  
Harlingen, Texas 78550**

**Atlas Technologies  
7020 N. 16<sup>TH</sup> St.  
McAllen, Texas 78504**

**Calence, LLC.  
2712 N. McColl  
McAllen, Texas 78501**

**ICS  
940 Nolana Loop West, Ste. B  
Pharr, Texas 78577**

**Turnkey Communications  
4220 N. Bicentennial Dr. Ste. D  
McAllen, Texas 78501**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Awarding RFP No. 2017-014, Police Service Weapons to GT Distributors, Inc., in the Amount of \$28,991.40. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday, Monday March 06, 2017, proposals were opened for RFP No. 2017-014, Police Service Weapons. The proposal consists of acquiring a vendor to provide one hundred sixty five (165) duty service weapons, one hundred forty (140) patrol duty holsters and thirty (30) plain clothes holsters. The proposal also requires the same vendor to buy back one hundred fifty two (152) department service weapons and twenty (20) Ruger PC40 carbine rifles. Proposals were solicited from twelve (12) vendors with a single vendor responding. The single submission was deemed responsive and evaluated in accordance to the evaluation criteria outlined within the Request for Proposal. The evaluation criteria included 1) Proposed weapon evaluation, 2) Proposed buy-back, 3) Vendor and Weapon Manufacturer stability, 4) References, and 5) Overall value and pricing.

The proposals were evaluated by a committee which consisted of one (1) Lieutenant, one (1) Sergeant, and (1) Patrol Officer, all having at least eight (8) years of experience. After careful evaluation following the established criteria, it was determined that the proposal submitted by GT Distributors Inc., was deemed responsive and acceptable. The committee recommends awarding the proposal to GT Distributors, Inc.

Funding for the (165) duty service weapons, one hundred forty (140) patrol duty holsters and thirty (30) plain clothes holsters in the amount of \$28,991.40 is available within the Department's Fiscal Year 2016-2017 Operating Budget. City Staff has verified that no monies are owed to the City by GT Distributors, Inc. The City has previously done business with GT Distributors, Inc.

**RECOMMENDATION:**

Approve Awarding RFP No. 2017-014, Police Service Weapons to GT Distributors Inc., in the Amount of \$28,991.40.

**REVIEWED BY:**

**PREPARED BY:**

Lt. Octavio Reyes

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/David White

David White  
Chief of Police

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**

**DISAPPROVED**

**TABLED**

**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Richard Molina  
Councilmember

J. R.  
Betancourt  
Mayor Pro-  
Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember

PURCHASE OF POLICE BODY ARMOR RFP # 2017-14	Proposed weapon Evaluation	Proposed Buy - back	Vendor & Weapon Manufacturer Stability	References	Overall Value & Pricing	COMBINED TOTAL FOR RFP
	SCORE RANGE 0-25	SCORE RANGE 0-25	SCORE RANGE 0-15	SCORE RANGE 0-10	SCORE RANGE 0-25	
	SCORE MAX 25	SCORE MAX 25	SCORE MAX 15	SCORE MAX 10	SCORE MAX 25	
	Proposed weapon Evaluation	Proposed Buy-back	Vendor & Weapon Manufacturer Stability	Refrences	Overal Value & Pricing	
COMPANY	Ranking	Ranking	Ranking	Ranking	Ranking	
GT-Distributors	24.33	22.33	15.00	10.00	24.33	95.99



# THE CITY OF EDINBURG



2016-2017

Request for Proposals #2017-014  
Police Service Weapons



## REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, March 06, 2017**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

### **RFP #2017-014 POLICE SERVICE WEAPONS**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).

Hand Delivered RFP'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.



Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

## PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for: **POLICE SERVICE WEAPONS**

## INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

## SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response, One (1) original marked "**ORIGINAL**," and three (3) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

## TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

## RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.





**AWARD**

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

**STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFP**

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFP**

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

**PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

**SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for POLICE SERVICE WEAPONS as specified.

**RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

**INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via



Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

#### **VERBAL THREATS**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

#### **CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

#### **PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

#### **JURISDICTION**

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

#### **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

#### **VENUE**

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

#### **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).



## CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

## CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## TERMINATION OF CONTRACT

(28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

## RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, March 06, 2017 until 3:00 p.m.** for consideration. An original and three (3) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the **RFP 2017-014 for "POLICE SERVICE WEAPONS"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFP's:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

## ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the



respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

#### **RFP PREPARATION COSTS**

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

#### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

**SECTION I.**  
**GENERAL TERMS AND CONDITIONS**

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified companies with an interest in contracting to purchase current duty weapons and to sell new duty weapons with night sites and holsters. The Edinburg Police Department is located at 1702 S. Closner Blvd., Edinburg TX 78539.

The Edinburg Police Department has approximately (152) one hundred fifty two H&K USP40 40 caliber duty weapons. These weapons purchase date range from April 1997 through June of 2015. All the weapons were installed with night sites and most are in good to very good conditions. Please refer to Appendix I for further details

The Edinburg Police Department also has (20) twenty Ruger Police PC40 40 caliber Carbine rifles which are in good to very good condition.

The intent of selling these weapons is to purchase new duty weapons with current budgeted funds and proceeds from their sale. The Department intends to purchase approximately (170) one hundred and seventy duty weapons equipped with night sites and Safari-land level III ALS retention holsters; or equal or similar holsters for Officers assigned to the Patrol division or concealment holsters for officers assigned to a plain clothes division.

Any vendor or company must be represented by a person with a valid Federal Firearms License from ATF (Alcohol Tabaco and Firearm and explosives) license to sell and purchase firearms.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC SUBMISSION OF BIDS:** The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:** The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Proposal packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the



City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFP DELIVERY:** The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City Secretary Department representative time/date stamp and initial the envelope.

**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals **must** be signed.

**WAIVING OF INFORMALITIES:** THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the City.

**BIDDER RESPONSIBILITY:** It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**TERMINATION:** THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

## **SECTION II**

### **RFP REQUIREMENTS**

**PURPOSE:** The intent of this Request for Proposal is to solicit request from qualified companies with an interest in contracting, to purchase and sell duty weapons, to the Edinburg Police Department located at 1702 S. Closner Blvd., Edinburg TX 78539. The Department has approximately (152) one hundred fifty two H&K USP40 40 caliber duty weapons. These weapons purchase date range from April 1997 through June of 2015. All the weapons were installed with night sites and most are in good to very good conditions. Please refer to Appendix I for further details

The Edinburg Police Department also has (20) twenty Ruger Police PC40 40 caliber Carbine rifles which are in good to very good condition.

The intent of selling these weapons is to purchase new duty weapons with current budgeted funds and proceeds from their sale. The Department intends to purchase approximately (170) one hundred and seventy duty weapons equipped with night sites and Safari-land level III ALS retention holsters; or equal or similar holsters for Officers assigned to the Patrol division or concealment holsters for officers assigned to a plain clothes division.

**REQUEST FOR PROPOSALS:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

**SUBMITTAL:** For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation. The letter of representation shall include the history of the company and experience with the purchasing and sale of firearms. The statement shall also include documentation of financial stability. The financial stability statement shall include a statement profits and losses for the last 10 years.
- 2) **Terms of the weapons purchased** – The vendor shall provide terms and conditions as to the purchase of duty weapons currently being utilized by the Edinburg Police Department. Vendor's proposal shall include unit price per H&K USP40 duty weapon and unit price per Ruger Police PC40 Carbine rifle. The proposal shall also include a delivery schedule of the new weapons, a schedule for the recovery of the Department's current duty weapons and the actual Terms and Conditions of the purchase and sale.
- 3) **General Weapon Specifications** – The vendor shall provide proof any proposed weapon will meet the following specifications:
  - a) Caliber – 9mm.
  - b) Modular back strap capable with a minimum of (3) three sizes.
  - c) Reversible magazine catch which inner changeable for right and left hand use.
  - d) Length – Minimum of 7.95" or 202 mm.
  - e) Width – Maximum 1.18" or 30.00 mm.
  - f) Height – Maximum 5.43" or 138 mm.
  - g) Barrel length – Maximum 4.48" or 114 mm.
  - h) Weight unloaded – Maximum 25.06 ounces or 710 g.
  - i) Trigger pull – Maximum 5.5 lbs.
  - j) Barrel rifling – Right hand, hexagonal.
  - k) Magazine capacity – Minimum 17 rounds.





- l) Number of Magazines – Minimum of 3 magazines.
  - m) Sites – Metal Trijicon™ HD Night Sight Set – Orange Front Outline with minimum 12 year manufacture warranty.
  - n) Patrol holster - Safari-land level III ALS retention holsters model 6360 in STX plain finish; or equal or similar holsters.
  - o) Concealment belt holster - Safari-land ALS model 7377 in STX plain finish or equal or similar holsters.
- 4) **Sample Weapon** – All vendors shall submit at least (1) one proposed sample duty weapon which shall be fired, and evaluated by the RFP committee. Vendor shall be responsible for all shipping cost. The Edinburg Police Department is only responsible for returning the sample once shipping tags have been sent or provided to the police department.
- 5) **Personal Customer Care Service** – A detailed statement regarding how the company will address any repairs or warranty issues for the firearm or Trijicon™ sights.
- 6) **References** – Provide a listing of (3) three Police Departments of similar size to the Edinburg Police Department (150 sworn) which the vendor has provided duty weapons for. Please provide the Department's name, contact person, phone number and email address.

### **SECTION III** **SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:** The RFP shall be submitted according to the schedule below.

**PROPOSAL RANKING:** A selection committee composed of (3) three Police Officers with at least (8) eight years of experience as police officers within the Edinburg Police Department will evaluate and rank the written RFPs on the proposed duty weapons. Committee members will rank the proposed weapon, the buy-back proposal, Vendor's proof of Vendor and Weapons Manufacturer's Stability, References and Overall Value and Pricing. After the RFPs have been ranked, the committee will make a recommendation to the CITY Council.

**NEGOTIATING PROCESS:** If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

**RFP SUBMITTED TO:** An original and three (3) copies of RFPs should be submitted to:

City of Edinburg  
c/o City Secretary  
415 West University  
Edinburg, Texas 78541

RFPs must be submitted by no later than 3:00 p.m. on Monday, March 06, 2017.





## **SECTION IV**

### **GENERAL CONTRACT TERMS AND CONDITIONS**

#### **CONTRACT**

The award of the contract shall be made to the responsible Proposer whose proposal is evaluated and determined to be the greatest value to the City resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

#### **CONFLICT OF INTEREST**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

#### **CONFIDENTIALITY**

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

#### **ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

#### **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by THE CITY purchasing staff.

#### **ASSIGNMENT**

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

#### **VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

#### **SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.

#### **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS**

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;



- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

#### **SUCCESSFUL PROPOSER SHALL**

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

#### **PROPOSALS/PROPOSERS MUST COMPLY WITH:**

All federal, state, county and local laws governing or covering this type of service.

#### **TERMINATION OF CONTRACT**

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
  - a) Meet delivery or
  - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

#### **PURCHASE ORDER**

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

#### **INVOICES**

The invoices shall show:

1. Name and address of successful Proposer;
2. Officer submitting the order. To include date and time and order number.
3. A Detailed line item listing, to include quantities, description, sku number or item number, unit price.
4. THE CITY Purchase Order Number.

Invoices shall be based upon actual products delivered.

#### **PAYMENT**

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

**NUMBER OF COPIES TO BE SUBMITTED:** The CITY requires one (1) original submittal and three (3) copies.



## **SECTION V**

### **VENDOR RFP EVALUATION**

**RFP – EVALUATION:** The evaluation system consists of a 100 point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

25 points	Proposed weapon evaluation
25 points	Proposed Buy-back.
15 points	Vendor and Weapon Manufacturer's Stability
10 points	References
25 points	Overall Value and Pricing

## **SECTION VII**

### **AWARD OF CONTRACT, RESERVATION OF RIGHTS**

**Final Selection and The CITY Council Approval:** THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a company submitting proposal for POLICE SERVICE WEAPONS is subject to THE CITY Council approval.

**Remedy of Technical Errors:** THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

**Preparation Costs:** This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

**Insurance and Indemnity:** If selected, company submitting proposal for POLICE SERVICE WEAPONS will be required to comply with the Insurance and Indemnity Requirements established herein.

**Independent Contractor:** The company submitting proposal for POLICE SERVICE WEAPONS agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting proposal for POLICE SERVICE WEAPONS actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

**Purchase Orders, As Needed:** Execution of a contract does not obligate The CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal for POLICE SERVICE WEAPONS through individual Purchase Orders.



**ATTACHMENT I  
LITIGATION DISCLOSURE FORM**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

**Circle One**                      YES                      NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

**Circle One**                      YES                      NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

**Circle One**                      YES                      NO

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.**

**ATTACHMENT II**  
**COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE**

- 1 Name/Name of Agency/Company: \_\_\_\_\_  
(Full, correct legal name)
- Address: \_\_\_\_\_  
\_\_\_\_\_
  - Telephone/Fax: \_\_\_\_\_
  - Email address: \_\_\_\_\_
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
- Yes\_\_\_\_ No\_\_\_\_
3. Is your Company authorized and/or licensed to do business in Texas?
- Yes\_\_\_\_ No\_\_\_\_
4. Where is the Company's corporate headquarters located? \_\_\_\_\_
5. a. Does the Company have an office located in Edinburg, Texas?
- Yes\_\_\_\_ No\_\_\_\_
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
- \_\_\_\_ (years) \_\_\_\_ (months)
- c. State the number of full-time employees at the Edinburg office. \_\_\_\_\_
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
- Yes\_\_\_\_ No\_\_\_\_
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Indicate person whom The CITY may contact concerning your submittal.
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- Email: \_\_\_\_\_
8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?



Yes ( ) No ( ).

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. \_\_\_\_\_

\_\_\_\_\_

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Provide any other names under which your business has operated within the last 10 years.

\_\_\_\_\_

\_\_\_\_\_

### ATTACHMENT III SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for ballistic soft body armor vest meeting NIJ Standard 0101.06 Level IIIA Compliance ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Vendor and Weapon Manufacturer's Stability Statement	
Proposed Sample Weapon	
References	
Overall Value and Pricing Submission	
1 Original* and 3 Copies of Submittal	

**ATTACHMENT IV  
OVERALL VALUE AND PRICING SUBMISSION**

Quantity	Item Description	Unit Cost	Extension
152	Proposed unit buy-back per for H&K USP 40 caliber pistol.		
20	Proposed unit buy-back per Ruger PC40 carbine rifle.		
	Total buy back credit		
Approximate Quantity	Item Description		
165	Proposed duty weapon with Trijicon™ night sights.		
140	Safari-land level III ALS retention holsters model 6360 or equal		
30	Safari-land level III ALS concealment holster model 7377 or equal		
1	Shipping and freight charges		

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**AUTHORIZED REPRESENTATIVE  
TYPE/PRINT NAME:**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**COMPANY:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.:**

\_\_\_\_\_

**FAX NO.:**

\_\_\_\_\_

**EMAIL:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_







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# THE CITY OF EDINBURG



2016-2017

Request for Proposals #2017-014  
Police Service Weapons



## REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, March 06, 2017**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

### **RFP #2017-014 POLICE SERVICE WEAPONS**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).

#### Hand Delivered RFP'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

#### If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

#### If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.



Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

#### **PURPOSE**

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for: **POLICE SERVICE WEAPONS**

#### **INTENT**

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

#### **SUBMITTAL OF RFP**

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response, One (1) original marked "**ORIGINAL**," and three (3) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

#### **TIME ALLOWED FOR ACTION TAKEN**

(4) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

#### **RIGHT TO REJECT/AWARD**

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

#### **ASSIGNMENT**

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.



**AWARD**

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

**STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFP**

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFP**

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

**PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

**SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for POLICE SERVICE WEAPONS as specified.

**RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

**INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via



Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

#### **VERBAL THREATS**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

#### **CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

#### **PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

#### **JURISDICTION**

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

#### **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

#### **VENUE**

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

#### **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).



#### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

#### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

#### **CONFIDENTIALITY OF INFORMATION AND SECURITY**

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

#### **TERMINATION OF CONTRACT**

(28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

#### **RESPONSE DEADLINE**

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, March 06, 2017 until 3:00 p.m.** for consideration. An original and three (3) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the **RFP 2017-014 for "POLICE SERVICE WEAPONS"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFP's:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

#### **ADDENDA AND MODIFICATIONS**

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the





respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

#### **RFP PREPARATION COSTS**

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

#### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.



**SECTION I.**  
**GENERAL TERMS AND CONDITIONS**

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified companies with an interest in contracting to purchase current duty weapons and to sell new duty weapons with night sites and holsters. The Edinburg Police Department is located at 1702 S. Closner Blvd., Edinburg TX 78539.

The Edinburg Police Department has approximately (152) one hundred fifty two H&K USP40 40 caliber duty weapons. These weapons purchase date range from April 1997 through June of 2015. All the weapons were installed with night sites and most are in good to very good conditions. Please refer to Appendix I for further details

The Edinburg Police Department also has (20) twenty Ruger Police PC40 40 caliber Carbine rifles which are in good to very good condition.

The intent of selling these weapons is to purchase new duty weapons with current budgeted funds and proceeds from their sale. The Department intends to purchase approximately (170) one hundred and seventy duty weapons equipped with night sites and Safari-land level III ALS retention holsters; or equal or similar holsters for Officers assigned to the Patrol division or concealment holsters for officers assigned to a plain clothes division.

Any vendor or company must be represented by a person with a valid Federal Firearms License from ATF (Alcohol Tabaco and Firearm and explosives) license to sell and purchase firearms.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC SUBMISSION OF BIDS:** The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:** The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Proposal packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the





City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFP DELIVERY:** The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City Secretary Department representative time/date stamp and initial the envelope.

**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals **must** be signed.

**WAIVING OF INFORMALITIES:** THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the City.

**BIDDER RESPONSIBILITY:** It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**TERMINATION:** THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.



**SECTION II**  
**RFP REQUIREMENTS**

**PURPOSE:** The intent of this Request for Proposal is to solicit request from qualified companies with an interest in contracting, to purchase and sell duty weapons, to the Edinburg Police Department located at 1702 S. Closner Blvd., Edinburg TX 78539. The Department has approximately (152) one hundred fifty two H&K USP40 40 caliber duty weapons. These weapons purchase date range from April 1997 through June of 2015. All the weapons were installed with night sites and most are in good to very good conditions. Please refer to Appendix I for further details

The Edinburg Police Department also has (20) twenty Ruger Police PC40 40 caliber Carbine rifles which are in good to very good condition.

The intent of selling these weapons is to purchase new duty weapons with current budgeted funds and proceeds from their sale. The Department intends to purchase approximately (170) one hundred and seventy duty weapons equipped with night sites and Safari-land level III ALS retention holsters; or equal or similar holsters for Officers assigned to the Patrol division or concealment holsters for officers assigned to a plain clothes division.

**REQUEST FOR PROPOSALS:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

**SUBMITTAL:** For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation. The letter of representation shall include the history of the company and experience with the purchasing and sale of firearms. The statement shall also include documentation of financial stability. The financial stability statement shall include a statement profits and losses for the last 10 years.
- 2) **Terms of the weapons purchased** - The vendor shall provide terms and conditions as to the purchase of duty weapons currently being utilized by the Edinburg Police Department. Vendor's proposal shall include unit price per H&K USP40 duty weapon and unit price per Ruger Police PC40 Carbine rifle. The proposal shall also include a delivery schedule of the new weapons, a schedule for the recovery of the Department's current duty weapons and the actual Terms and Conditions of the purchase and sale.
- 3) **General Weapon Specifications** - The vendor shall provide proof any proposed weapon will meet the following specifications:
  - a) Caliber - 9mm.
  - b) Modular back strap capable with a minimum of (3) three sizes.
  - c) Reversible magazine catch which inner changeable for right and left hand use.
  - d) Length - Minimum of 7.95" or 202 mm.
  - e) Width - Maximum 1.18" or 30.00 mm.
  - f) Height - Maximum 5.43" or 138 mm.
  - g) Barrel length - Maximum 4.48" or 114 mm.
  - h) Weight unloaded - Maximum 25.06 ounces or 710 g.
  - i) Trigger pull - Maximum 5.5 lbs.
  - j) Barrel rifling - Right hand, hexagonal.
  - k) Magazine capacity - Minimum 17 rounds.



- l) Number of Magazines – Minimum of 3 magazines.
  - m) Sites – Metal Trijicon™ HD Night Sight Set – Orange Front Outline with minimum 12 year manufacture warranty.
  - n) Patrol holster - Safari-land level III ALS retention holsters model 6360 in STX plain finish; or equal or similar holsters.
  - o) Concealment belt holster - Safari-land ALS model 7377 in STX plain finish or equal or similar holsters.
- 4) **Sample Weapon** – All vendors shall submit at least (1) one proposed sample duty weapon which shall be fired, and evaluated by the RFP committee. Vendor shall be responsible for all shipping cost. The Edinburg Police Department is only responsible for returning the sample once shipping tags have been sent or provided to the police department.
- 5) **Personal Customer Care Service** – A detailed statement regarding how the company will address any repairs or warranty issues for the firearm or Trijicon™ sights.
- 6) **References** – Provide a listing of (3) three Police Departments of similar size to the Edinburg Police Department (150 sworn) which the vendor has provided duty weapons for. Please provide the Department's name, contact person, phone number and email address.

### **SECTION III** **SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:** The RFP shall be submitted according to the schedule below.

**PROPOSAL RANKING:** A selection committee composed of (3) three Police Officers with at least (8) eight years of experience as police officers within the Edinburg Police Department will evaluate and rank the written RFPs on the proposed duty weapons. Committee members will rank the proposed weapon, the buy-back proposal, Vendor's proof of Vendor and Weapons Manufacturer's Stability, References and Overall Value and Pricing. After the RFPs have been ranked, the committee will make a recommendation to the CITY Council.

**NEGOTIATING PROCESS:** If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

**RFP SUBMITTED TO:** An original and three (3) copies of RFPs should be submitted to:

City of Edinburg  
c/o City Secretary  
415 West University  
Edinburg, Texas 78541

**RFPs must be submitted by no later than 3:00 p.m. on Monday, March 06, 2017.**



**SECTION IV**  
**GENERAL CONTRACT TERMS AND CONDITIONS**

**CONTRACT**

The award of the contract shall be made to the responsible Proposer whose proposal is evaluated and determined to be the greatest value to the City resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

**CONFLICT OF INTEREST**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

**CONFIDENTIALITY**

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

**ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

**CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by THE CITY purchasing staff.

**ASSIGNMENT**

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

**VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

**SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS**

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;



- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

#### **SUCCESSFUL PROPOSER SHALL**

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

#### **PROPOSALS/PROPOSERS MUST COMPLY WITH:**

All federal, state, county and local laws governing or covering this type of service.

#### **TERMINATION OF CONTRACT**

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
  - a) Meet delivery or
  - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

#### **PURCHASE ORDER**

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

#### **INVOICES**

The invoices shall show:

1. Name and address of successful Proposer;
2. Officer submitting the order. To include date and time and order number.
3. A Detailed line item listing, to include quantities, description, sku number or item number, unit price.
4. THE CITY Purchase Order Number.

Invoices shall be based upon actual products delivered.

#### **PAYMENT**

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

**NUMBER OF COPIES TO BE SUBMITTED:** The CITY requires one (1) original submittal and three (3) copies.



## SECTION V VENDOR RFP EVALUATION

**RFP – EVALUATION:** The evaluation system consists of a 100 point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

25 points	Proposed weapon evaluation
25 points	Proposed Buy-back.
15 points	Vendor and Weapon Manufacturer's Stability
10 points	References
25 points	Overall Value and Pricing

## SECTION VII AWARD OF CONTRACT, RESERVATION OF RIGHTS

**Final Selection and The CITY Council Approval:** THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a company submitting proposal for POLICE SERVICE WEAPONS is subject to THE CITY Council approval.

**Remedy of Technical Errors:** THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

**Preparation Costs:** This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

**Insurance and Indemnity:** If selected, company submitting proposal for POLICE SERVICE WEAPONS will be required to comply with the Insurance and Indemnity Requirements established herein.

**Independent Contractor:** The company submitting proposal for POLICE SERVICE WEAPONS agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting proposal for POLICE SERVICE WEAPONS actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

**Purchase Orders, As Needed:** Execution of a contract does not obligate The CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal for POLICE SERVICE WEAPONS through individual Purchase Orders.



**ATTACHMENT I  
LITIGATION DISCLOSURE FORM**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.**









Yes ( ) No (x).

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. \_\_\_\_\_

\_\_\_\_\_

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Provide any other names under which your business has operated within the last 10 years.

N/A

\_\_\_\_\_

\_\_\_\_\_



### ATTACHMENT III SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for ballistic soft body armor vest meeting NIJ Standard 0101.06 Level IIIA Compliance ensure that all required documents have been included in its submittal.

Document and Location in Submittal GT DISTRIBUTORS, INC 2545 BROCKTON DRIVE, SUITE 100 AUSTIN, TX 78758	Check or Initial to Indicate Document is Attached to Submittal
Vendor and Weapon Manufacturer's Stability Statement	✓
Proposed Sample Weapon	✓
References	✓
Overall Value and Pricing Submission	✓
1 Original* and 3 Copies of Submittal	✓

**\* SCHEDULE:**

- 90 DAYS ARO FOR NEW DUTY WEAPONS
- 60 DAYS FROM NEW DUTY WEAPON DELIVERY TO HAVE TRADE GUNS SHIPPED TO US.



**ATTACHMENT IV  
OVERALL VALUE AND PRICING SUBMISSION**

Quantity	Item Description	Unit Cost	Extension
152	Proposed unit buy-back per for H&K USP 40 caliber pistol. <small>* ASSUMING ALL ORIGINAL MAGAZINES ARE INCLUDED</small>	* \$345.00	\$52,440.00
20	Proposed unit buy-back per Ruger PC40 carbine rifle.	*\$425.00	\$8,500.00
	Total buy back credit		\$60,940.00
Approximate Quantity	Item Description		
		(\$464.00)	(76,560.00)
165	Proposed duty weapon with Trijicon™ night sights.**	\$459.00	\$75,735.00
140	Safari-land level III ALS retention holsters model 6360 or equal	\$89.63	\$12,548.20
30	Safari-land level III ALS concealment holster model 7377 or equal	\$27.44	\$823.20
1	Shipping and freight charges		

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No ☒

\*\* GLOCK DOES NOT INSTALL TRIJICON HD'S AT THE FACTORY

Has the Company ever conducted business with the City of Edinburg? Yes ☒ No \_\_\_\_\_

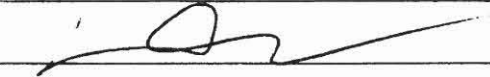
IF PISTOLS AND SIGHTS CAN BE SHIPPED SEPARATELY AND INSTALLED BY THE DEPARTMENT ARMORER. THE PRICE WILL BE \$459.00 EACH.

Respectfully submitted this 2nd day of MARCH, 2017.

**AUTHORIZED REPRESENTATIVE  
TYPE/PRINT NAME:**

DAVID CURTIS

**SIGNATURE:**



**TITLE:**

BIDS MANAGER

**COMPANY:**

GT DISTRIBUTORS, INC

**ADDRESS:**

2545 BROCKTON DRIVE, SUITE 100

AUSTIN, TX 78758

**TELEPHONE NO.:**

1-800-252-8310

**FAX NO.:**

1-800-480-5845

**EMAIL:**

TXBIDS@GTDIST.COM

**DATE:**

3/2/2017

IF GT'S INSTALLS THE SIGHTS, THE PRICE WILL BE \$464.00 EACH.





PO Box 16080, Austin, TX 78761 • Telephone (512) 451-8298 • FAX (512) 453-6149

March 2, 2017,

Ms. Lorena Fuentes  
City of Edinburg  
415 W. University Blvd  
Edinburg, TX 78541  
(956) 388-1895  
[lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

RE: Bid# 2017-014 Police Service Weapons-Terms of the Weapons Purchased

Good afternoon,

This bid for the trade of specified new or used firearms and accessories is valid for 60 days and is contingent on delivery to G T Distributors. After receipt of the new firearms GT expects the agency to have the trade in firearms shipped in 60 days. The seller understands trade-in firearms must be in working condition and shipped with the specified number of magazines.

Any missing, aftermarket, or non-standard capacity magazines will incur a \$25 deduction per magazine. Non-functioning or misrepresented firearms, and those with missing parts will incur a minimum of a 25% decrease in value per firearm. Pricing is contingent on each firearm being individually wrapped or boxed.

GT will reduce the price by a minimum of \$20 for each firearm not properly packed/wrapped that are damaged in transit. Any trade firearm(s) found to have live ammunition in the chamber, magazine(s) or box will result in a trade credit of zero for that firearm. Used shotguns & rifles must meet BATF minimum length requirements and those not meeting those requirements will be returned to the agency with no credit given.

Respectfully,

David Curtis  
Bids Manager  
G T Distributors  
PO BOX 16080  
Austin, TX, 78761  
Phone: 512-451-8298 ext. 856  
Fax: 512-453-6149  
[david.curtis@gtdist.com](mailto:david.curtis@gtdist.com)  
[www.gtdist.com](http://www.gtdist.com)

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License  
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF  
Correspondence To  
ATF - Chief, FFLC  
244 Needy Road  
Martinsburg, WV 25405-9431

License  
Number  
**5-74-453-01-8A-29221**

Chief, Federal Firearms Licensing Center (FFLC)

Expiration  
Date  
**January 1, 2018**

Name  
**G T DISTRIBUTORS INC**

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)

**2545 BROCKTON DR # 100  
AUSTIN, TX 78758-**

Type of License

**01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

**G T DISTRIBUTORS INC  
PO BOX 16080  
AUSTIN, TX 78761-6080**

Licensee/Responsible Person Signature

**William J. Orr Jr.**

Printed Name

**President**

Position/Title

**12/31/14**

Date

Previous Edition is Obsolete

6.1 INFORMATIONAL NOTICE: PROHIBITION OF FFLS FROM ENGAGING IN THE BUSINESS OF DEALING IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

ATF Form 8 (5310.11)  
Revised October 2011

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750  
Toll-free Fax Number: (866) 257-2749  
E-mail: [NLC@atf.gov](mailto:NLC@atf.gov)

ATF Homepage: [www.atf.gov](http://www.atf.gov)  
FFL eZ Check: [www.atfonline.gov/fflcheck](http://www.atfonline.gov/fflcheck)

**Change of Address (27 CFR 478.52).** Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

**Right of Succession (27 CFR 478.56).** (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here X

Federal Firearms License (FFL) Information Card

License Name: **G T DISTRIBUTORS INC**

Business Name:

License Number: **5-74-453-01-8A-29221**

License Type: **01-DEALER IN FIREARMS OTHER THAN  
DESTRUCTIVE DEVICES**

Expiration: **January 1, 2018**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: [FFLNewsletter@atf.gov](mailto:FFLNewsletter@atf.gov).

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

## 2017 Special Tax Stamp

Name and Principal Business Address

G T DISTRIBUTORS INC  
PO BOX 16080  
AUSTIN, TX 78761-6080

Tax Statement  
(Annual Tax Rate) 1000.00  
Initial Tax \$ 1000.00  
Additions \$ .00  
Total Tax PAID \$ 1000.00

**TAX  
2017  
YEAR**

**THIS IS NOT A BILL.  
DO NOT PAY THE AMOUNT NOTED.**

Actual Physical Business Address (See Number 2 below)

G T DISTRIBUTORS INC  
G T DISTRIBUTORS INC  
2545 BROCKTON DR STE 100  
AUSTIN, TX 78758

Type of Operation Conducted  
(63) NFA FIREARMS DEALER

Number of Locations

This is a receipt of payment of Special (Occupational) Tax (SOT) under the National  
Firearms Act. (27 CFR 479.36)

1 OF 2

If You Have Any Questions, Refer To The Information Below

Date of This Receipt

**MAY 24, 2016**

Dates of Special Tax Period

**07/01/2016 TO 06/30/2017**

Employer Identification Number

**74-2339528**

Control Number

**2016138-N01-029**

If you have any questions, you may contact the Bureau of Alcohol, Tobacco, Firearms and Explosives as follows:

CALL: (304) 616-4500  
FAX: (304) 616-4501

OR

WRITE: National Firearms Act Branch, Bureau of ATF  
244 Needy Road  
Suite 1120  
Martinsburg, WV 25405

1. If you write, include in the letter your employer identification number, control number from above, your telephone number, and the best time for us to call if we need more information.
2. If you filed ATF Form 5630.7, Special Tax Registration and Return (NFA Firearms), for the first time, or have renewed your special tax stamp on ATF Form 5630.5R, Special Tax "Renewal" Registration and Return, and ATF Form 5630.5RC, Special Tax Location Registration Listing(s), showing multiple locations, you should have received a stamp for each location. Each stamp is printed with your principal business address and the actual physical address of the business location for which the stamp was issued. Forward the stamp to that location. Be sure that each location keeps the stamp on its business premises so that it is available for inspection. Photocopies are not acceptable evidence of tax payment.
3. If any of the preprinted information is incorrect, please write to the above address listing the correct information and return this Special Tax Stamp with your letter.
4. If there is a change in ownership of your business or business structure, such as a sole owner incorporating, the new owner is required to file ATF Form 5630.7, Special Tax Registration and Return (NFA Firearms), and obtain a new Special Tax Stamp (except as provided in 27 CFR 194.166 - 194.169 or 27 CFR 179.42 - 179.45) before engaging in the business.
5. If you have a change in control, contact ATF. You must notify the Bureau of Alcohol, Tobacco, Firearms and Explosives of any change of address, location, or trade name and receive approval before the change is made, by filing ATF Form 5630.7. If a Federal firearms licensee discontinues business and retains NFA firearms, the retention may be in violation of law. The licensee should check with State and local authorities.
6. This is a Special Tax Stamp and Receipt for Payment of Federal Tax. This does not authorize anyone to begin or continue a business contrary to Federal, State or local laws, nor does it exempt anyone from penalties or punishment for violating such laws.
7. THIS RECEIPT IS NOT TRANSFERABLE.



PO Box 16080, Austin, TX 78761 • Telephone (512) 451-8298 • FAX (512) 453-6149

### References

**Forney Police Department**

110 Justice Center Drive  
Forney, TX 75126  
Chief Rick Barnes (972) 564-7600  
Annual Gross Sales: \$46,044.15

**Pratt County Sheriff's Department**

303 S. Oak Street  
Pratt, KS 67124  
Vernon Chinn (620) 672-4133  
[info@prattcountysheriff.com](mailto:info@prattcountysheriff.com)  
Annual Gross Sales: \$5,107.75

**Fort Worth Police Department**

1000 Calvert Street  
Fort Worth, TX 76107  
Vange Pueblo (817) 871-6563  
[Vange.pueblo@fortworthgov.org](mailto:Vange.pueblo@fortworthgov.org)  
Annual Gross Sales: \$896,426.67

**BIDDER'S LIST  
POLICE SERVICE WEAPONS**

**G T Distributors  
2545 Brockton Drive, Suite 100  
Austin, Texas 78758**

**Suppressed Tactical Solutions, LLC  
901 Bighorn Dr.  
Edinburg, Texas 78539**

**44 Firearms  
3421 W. US Hwy 83 7  
McAllen, Texas 78501**

**Pro Force Law Enforcement  
3009 N. Hwy 89  
Prescott, AZ 86301**

**Nagel Gun Shop, Inc.  
6201 San Pedro Avenue  
San Antonio, Texas 78216**

**G T Distributors  
P.O. Box 16080  
Austin, Texas 78761**

**Coyote Arms  
4521 US-281 Business  
Edinburg, Texas 78539**

**Danny's  
300 S. Broadway  
McAllen, Texas 78501**

**Glick Twins  
419 W. Highway 83  
Pharr, Texas 78577**

**Galls  
2418 Thrasher Oak  
San Antonio, Texas 78232**

**South Texas Tactical  
6100 N. 10<sup>TH</sup> St. Ste. F  
McAllen, Texas 78504**

**Resilient Defense Systems  
6100 N. 10<sup>th</sup> St.  
McAllen, Texas 78504**



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Authorizing the Purchase of One (1) SkyWatch Tower System from FLIR Detection, Inc., through the U.S. General Services Administration (GSA), in the Amount of \$128,209. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Staff is requesting authorization for the purchase of one (1) SkyWatch Tower System from FLIR Detection, Inc.

The purchase of the of the SkyWatch Tower System will be partially funded through the 2016 Stonegarden Grant, #3172502, in the amount of \$69,584.30 and the remaining \$58,624.70 will require an appropriation from the 2016-2017 Fiscal Year TCSA Fund.

The purchase will be made through the GSA. The SkyWatch Tower System will be used to monitor businesses and neighborhoods in an effort to deter crime.

Staff has verified FLIR Detection, Inc., has no outstanding debts with the City. FLIR Detection, Inc., has no exclusions active in the System for Award Management.

**RECOMMENDATION:**

Approve Authorizing the Purchase of One (1) SkyWatch Tower System from FLIR Detection, Inc., through the U.S. General Services Administration (GSA), in the Amount of \$128,209.

**REVIEWED BY:**

**PREPARED BY:**

Chad Dufner

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

/s/David White  
\_\_\_\_\_  
David White  
Chief of Police

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**


\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**FLIR Detection, Inc.**

1024 S. Innovation Way  
Stillwater OK, USA, 74074

<b>Edinburg Police Department</b>

Attn:	Lieutenant Chad Dufner
Tel:	956-289-7703
Email:	cdufner@cityofedinburg.com

Print Date: 02/23/2017

FLIR POC: Howard Schemer  
Tel.: Cell:(770) 335-4892  
Email: Howard.Schemer@flir.com

End User: **Edinburg Police Department**

<b>NOTES:</b>	<b>Quote Validity Date:</b>
	<b>3/31/2017</b>
	<b>FOB Origin</b>

Qty	Part Number	Description	Price		Extended
1	SW 1002	SkyWatch Frontier	100,740		100,740
1	SWO 1016	FLIR Day/Night All Weather PTZ Camera with 8 channel DVR, Monitor, Joystick and Integration	12,169		12,169
1	OPT 307/308	<b>SkyWatch Basic Wireless System:</b> Connects to IPAD, Smartphone and Laptops allowing live streaming of video along with remote camera control. (Note this is a stand alone system subject to change should other parts or additional integration be necessary).	10,500		10,500
1	Open Market	Shipping: Shipping VIA RGN Trailer and includes insurance.	4,800		4,800
			<b>SUBTOTAL</b>		128,209.00
			<b>TOTAL</b>		<b>128,209.00</b>
		<b>Please include the following statement on your order:</b> "This order is subject to the terms and conditions of GSA Contract No. <b>GS-07F-0486V</b> ."			
		Note that GSA pricing is dependent upon your acceptance of the GSA terms and conditions.			
		<b>Delivery Terms:</b> Standard delivery is 120-180 days ARO (after receipt of order).			
		<b>Payment Terms:</b> Net 30 days, subject to credit approval			
		<b>Contracting / Purchasing Information:</b>  Legal Name: FLIR Detection, Inc. Federal Tax ID: 77-0619113 GSA Schedule: GS-07F-0486V DUNS: 804632318 CAGE: 4ZCA0  Physical & Remit-to Address: 1024 S. Innovation Way Stillwater, OK 74074			



**FLIR Detection, Inc.**  
1024 S. Innovation Way  
Stillwater, OK 74074  
USA

1 405.372.9535 phone  
1 405.372.9537 fax  
[www.flir.com](http://www.flir.com)

\*\*\*\*\*

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.gsaadvantage.gov>.

Federal Supply Schedule 084- Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response;  
Group 84 – Law Enforcement and Security Equipment

CONTRACT NUMBER:  
**GS-07F-0486V**

CONTRACT PERIOD:  
**AUGUST 26, 2009 THROUGH AUGUST 25, 2019**

For more information on ordering from Federal Supply Schedules,  
click on the Purchasing Programs tab at <http://www.gsa.gov>.

CONTRACTOR:  
**FLIR Detection, Inc.**  
1024 S. Innovation Way  
Stillwater, OK 74074  
Phone: 405-533-6605  
Fax: 405-372-9537  
Email: [stwcontracts@flir.com](mailto:stwcontracts@flir.com)

[www.flir.com](http://www.flir.com)

DUNS: 804632318  
CAGE: 4ZCA0  
Tax ID: 77-0619113

Business Size: Large

**ADMINISTRATOR:**  
Minh D. Bingham  
Email: [stwcontracts@flir.com](mailto:stwcontracts@flir.com)

**THE FOLLOWING REFLECTS TERMS AND CONDITIONS ACCEPTED AT THE TIME OF AWARD**

- Shipping costs are not included in purchase price and will be added to invoice.
- Travel costs will be charged to the Government in accordance with FAR 31.205-46 as an open market item.
- Time of delivery based on availability, order quantity, and regulatory requirements (e.g. DPAS Priority Ratings). Consult with the contractor for specific delivery requirements.



**1a. Awarded Special Item Number(s):**

- 426-4E** Bomb Disposal and Hazardous Material Protective and Detective Equipment
- 426-4F** Emergency Preparedness and First Responder Equipment, Training and Services - Includes but not limited to Continuation of Operations Planning (COOP) services, decontamination kits and showers, mass casualty containment trailers, survival/disaster and rapid deployment kits, hazardous material detection equipment and clothing, and emergency response training.
- 426-4K** Metal and Bomb Detection Equipment - Includes Airport Security, also ancillary services such as installation, training, etc.
- 426-4R** Radiation/Nuclear Material Detection Equipment
- 426-4S** Surveillance Systems: Includes CCTV, Vehicular Video, Mirrors and Binoculars, Observation Towers, Covert Systems and Ancillary Services such as Installation, Training, etc.

**1b. Lowest Priced Item and Price for each SIN:**

SIN	Description	Part No.	Net GSA Price
426-4E	FLIR Verification Pens (qty 6 pack)	241-005-0062	\$17
426-4F	Simulant Bottle (0.5 Liter spray bottle with simulant powder for use with Fido C1 - CAD Kit training sensors)	940-1000-001	\$35
426-4K	Peroxide reference standard	FC-07-A	\$10
426-4R	identiFINDER R 300® (nanoRaider-Z) - 1 Year extension to standard warranty Extended warranty pricing is ONLY applicable for new products. If you are interested in purchasing an enhanced warranty package for an instrument already fielded, please contact the factory.	EWS-2288	\$1,048
426 4S	Sr. Technician labor rates - 1 full day	SWO 1026	\$705

**1c. See accepted price list dated January 1, 2015.**

**2. MINIMUM ORDER LIMITATION: \$100.00**

**3. GEOGRAPHIC COVERAGE:** Domestic: 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port of consolidation point for orders received from overseas activities.

**4. PRODUCTION POINT:**

SIN	Points of Production
426 4E	Pittsburgh, Allegheny County, PA West Lafayette, Tippecanoe County, IN Elkridge, Howard County, MD Stillwater, Payne County, OK
426 4F	Pittsburgh, Allegheny County, PA Stillwater, Payne County, OK
426 4K	Stillwater, Payne County, OK
426 4R	Oakridge, Anderson County, TN
426 4S	Ellaville, Schley County, GA



5. **BASIC DISCOUNT:** 0% to 5% off MSRP. The awarded price list for the GSA Multiple Award Schedule (MAS) Contract is the FLIR Detection, Inc. Commercial Price List, Effective 01/01/2015 with a negotiated basic discount of 0% to 5% (see price list for details). For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule), the contractor should deduct the basic discount from the retail price and add the prevailing IFF rate to the negotiated discount price (Net GSA price). Currently the IFF rate is 0.75%.
6. **QUANTITY DISCOUNTS:** None
7. **PROMPT PAYMENT TERMS:** 0%, Net 30
8. **GOVERNMENT PURCHASE CARDS:** Yes
9. **FOREIGN ITEMS:** None
- 10a. **TIME OF DELIVERY:** 120 - 180 days ARO for SkyWatch Products; 30 – 90 days ARO for all other orders.
- 10b. **EXPEDITED DELIVERY:** Consult with Contractor
- 10c. **OVERNIGHT DELIVERY:** Consult with Contractor
- 10d. **URGENT REQUIREMENTS:** Consult with Contractor
11. **FOB POINT:** Origin
- 12a. **ORDERING ADDRESS:** Same as Contractor
- 12b. **ORDERING PROCEDURES:** For Supplies and Services, the ordering procedures, and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3 and [www.gsa.gov](http://www.gsa.gov).
13. **PAYMENT ADDRESS:** Same as Contractor
14. **WARRANTY PROVISIONS:** Standard Commercial Warranty (SCW); full text provided below.
15. **EXPORT PACKAGING CHARGES:** N/A
16. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** N/A
17. **TERMS AND CONDITIONS OF RENTAL:** N/A
18. **TERMS AND CONDITIONS OF INSTALLATION:** N/A
19. **TERMS AND CONDITIONS OF REPAIR PARTS:** N/A
- 19a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** N/A
20. **LIST OF SERVICE AND DISTRIBUTION POINTS:** N/A
21. **LIST OF PARTICIPATING DEALERS:** Consult with Contractor
22. **PREVENTATIVE MAINTENANCE:** N/A
- 23a. **SPECIAL ATTRIBUTES:** N/A
- 23b. **SECTION 508:** N/A
24. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** 804632318



25. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Registration currently valid.

26a. **Warranty for all products except SkyWatch**

**CERTIFICATE OF PRODUCT LIMITED WARRANTY**

**FLIR Detection, Inc. Product Limited Warranty**  
**Supersedes General Limited Warranty**

FLIR Detection, Inc. (FLIR) warrants that the Product will conform to published specifications and be free from defects in material and workmanship for one (1) year of delivery (Continental US) or shipment (Outside Continental US) to Buyer. FLIR warrants repairs and spare or replacement parts manufactured by FLIR for 90 days from the date of delivery or through the expiration of the initial one year warranty period, if applicable, whichever is longer. Buyer shall report any claimed defect in writing to FLIR immediately upon discovery and in any event, within the warranty period. FLIR, at its sole option, will repair the Product or furnish replacement Product, or parts thereof as hereafter provided. This warranty does not extend to removal or installation of the Product provided by Buyer or third parties, and is void if the Product has been repaired, altered or modified in any manner by persons other than FLIR or FLIR's designee without FLIR's prior written approval. No Product furnished by FLIR shall be deemed to be defective by reason of normal wear and tear or Buyer's failure to properly store, install, operate or maintain the Product in accordance with good industry practices or specific recommendations or instructions of FLIR. The repair or replacement of the Product by FLIR under this Section shall constitute FLIR's sole obligation and Buyer's sole and exclusive remedy for all claims of defects. If that remedy is adjudicated to be insufficient, FLIR shall refund Buyer's paid purchase price, accept return of the Product and have no other liability to Buyer under the Contract. All warranty repairs must be performed at an authorized FLIR service center or FLIR technician using recommended replacement spare parts. Components which have been remotely diagnosed by FLIR as defective and which are removable by the Buyer will be removed and sent to the nearest FLIR Service Center as Buyer's costs. FLIR will repair or replace the component and return the same at FLIR's costs. For defects that cannot be remotely diagnosed, a FLIR technician will be dispatched to effect the repair. In the event that a FLIR Technician is summoned by the Buyer for a repair that is not covered under the warranty set out herein or the claimed defect cannot be replicated, FLIR will invoice the Buyer for the technician's time plus travel time at FLIR's standard labor rate plus expenses incurred, which shall be due and payable forthwith. For Products requiring return to a factory service center for warranty repair, the Buyer is responsible for obtaining FLIR's advance authorization to return Product and for the cost of shipping and any other charges incurred in sending the Product to the authorized service center specified by FLIR. If FLIR determines that the claimed defect with the Product is within this warranty coverage, FLIR will pay for the return of the Product to the Buyer. If the alleged defect with the returned Product cannot be replicated or is not covered by this warranty, Buyer shall reimburse FLIR for time and materials at FLIR's standard commercial rates and Buyer shall pay the cost of returning the Product to Buyer. FLIR MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCT OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

26b. **Warranty for SkyWatch Products Only**

**CERTIFICATE OF PRODUCT LIMITED WARRANTY**

**FLIR Detection, Inc. Product Limited Warranty**  
**Supersedes General Limited Warranty**

Product: SkyWatch

FLIR Detection, Inc. (FLIR) warrants that the Product will conform to published specifications and be free from defects in material and workmanship for one (1) year from shipment to Buyer. This warranty does not apply to the generator and optional equipment or accessories purchased with the Product but not manufactured by FLIR. The manufacturer's warranties for the generator and such optional equipment or accessories will be delivered to the Buyer. FLIR warrants repairs and spare or replacement parts



manufactured by FLIR for 90 days from the date of delivery or through the expiration of the initial one year warranty period, whichever is longer. Buyer shall report any claimed defect in writing to FLIR immediately upon discovery and in any event, within the warranty period. FLIR, at its sole option, will repair or replace the Product, or parts thereof as hereafter provided. This warranty does not extend to removal or installation of the Product provided by Buyer or third parties, and is void if the Product has been repaired, altered or modified in any manner by persons other than FLIR or FLIR's designee without FLIR's prior written approval. No Product furnished by FLIR shall be deemed to be defective by reason of normal wear and tear or Buyer's failure to properly store, install, operate or maintain the Product in accordance with good industry practices or specific recommendations or instructions of FLIR. The repair or replacement of the Product by FLIR under this Section shall constitute FLIR's sole obligation and Buyer's sole and exclusive remedy for all claims of defects. If that remedy is adjudicated to be insufficient, FLIR shall refund Buyer's paid purchase price, accept return of the Product and have no other liability to Buyer under the Contract. All warranty repairs must be performed at an authorized FLIR service center, by a FLIR technician or under the direction of a FLIR technician using recommended replacement spare parts. Components which have been remotely diagnosed by FLIR as defective and which are removable by the Buyer will be removed and sent to the nearest FLIR Service Center as Buyer's costs. FLIR will repair or replace the component and return the same at FLIR's costs. For defects that cannot be remotely diagnosed or do not involve a removable component, but are field serviceable, a FLIR technician will be dispatched to diagnose and repair the Product. The FLIR technician travel costs will be at Buyer's expense. For Products requiring return to a factory service center for warranty repair, the Buyer is responsible for obtaining FLIR's advance authorization to return Product and for the cost of shipping and any other charges incurred in sending the Product to the authorized service center specified by FLIR. If FLIR determines that the claimed defect with the Product is within this warranty coverage, FLIR will pay for the return of the Product to the Buyer. If the alleged defect cannot be replicated or is not covered by this warranty, Buyer shall reimburse FLIR for time and materials, including travel time and expense for a dispatched FLIR technician, at FLIR's standard commercial rates and the cost of returning the Product to Buyer. **FLIR MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCT OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

#### Exclusions

FLIR's warranty does not apply components which are not manufactured by FLIR, such as the generator and optional accessories added to SkyWatch at the time of purchase. FLIR will deliver the OEM warranty to the Buyer. The warranty does not cover consumable items such as filters, fluids, lubricants, coolants and other related consumable items.

#### Buyer's Responsibility

At the time of purchase, Buyer will receive a SkyWatch User Guide/User Manual (User Guide) and additional documentation containing vital information relating to the proper use and maintenance of the Sky Watch tower.

Buyer is expected to provide routine and scheduled preventative maintenance as recommended in the User Guide. The cost of routine and scheduled maintenance is the responsibility of the Buyer. The Buyer is required to keep documented evidence of when and by whom maintenance and service are performed. Failure of the SkyWatch resulting from Buyer's failure to provide routine and scheduled preventative maintenance is not covered by FLIR's limited warranty. Any repairs arising from failure to maintain the Sky Watch tower in accordance with the User Guide, from operation of the Sky Watch tower in a manner not recommended by the User Guide or from the use of fuels, lubricants, or coolants not meeting the specifications set forth in the User Guide are the responsibility of the Buyer.

The User Guide identifies specific output rating and operation parameters have been established for the SkyWatch tower. Operation outside the recommended parameters can adversely affect the performance, reliability and service life of the SkyWatch tower. Buyer shall be responsible for all repairs arising from operation of SkyWatch tower above the original output ratings, outside its recommended operating parameters or misuse, accident, foreign object damage or damage caused by a third party or act of nature.

Buyer shall be responsible for any repairs arising from alterations to the Sky Watch tower, repairs





performed by a person other than authorized representatives of FLIR or the use of any maintenance items or parts not meeting the requirements or specifications set forth in the User Guide.

FLIR offers a service plan to perform maintenance tasks which may be outside of the ability of the Buyer, and can be made available upon request for quote.

#### **In The Event of Failure**

1. Have all available serial numbers, estimated date of purchase and other information that will assist FLIR in identifying the equipment.
2. FLIR's Client Relations and Field Technician team will troubleshoot the problem and direct the Buyer to the nearest authorized repair facility, dispatch a Field Technician to the location of the Sky Watch tower or provide Buyer with replacement parts to be installed by the Buyer. Buyer will be asked for a purchase order or other commitment to pay any expenses that are not covered by the applicable warranty.
3. In the event replacement parts are sent for Buyer installation, Buyer will return failed part within 30 days. Upon return of the failed parts and if a determination is made by FLIR that such failure was not covered by warranty, a charge will be issued to the Buyer for the replacement parts.

**If you have any question regarding this warranty on your FLIR Sky Watch tower, contact:**

FLIR Detection, Inc.  
ILS Manager of Global Operations and Support  
7055 Troy Hill Drive  
Suite 300  
Elkridge, MD 21075  
1-800-762-4796 Option 2  
bill.burt@flir.com

#### **Onan Generator Warranty**

The generator is manufactured and warranted by Onan/Cummins South. The limited warranty covers 2 years/2,000 hours. There are different specifications for each of the generators that may be used on your tower. Information for all of the possible generators, including limited warranty information, is included on your Technical Reference CD. For more information call 1-800-888-6626. You can also find information regarding your warranty at [www.onan.com](http://www.onan.com).

**SAFETY Act Reciprocal Waiver of Claims.** The Fido Explosives Detection System, Agentase CAD Kit, Agentase Disclosure Spray Kit, and IBAC have been designated by the U.S. Department of Homeland Security as a Qualified Anti-terrorism Technology (QATT) under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), which affords certain legal liability protections to providers of the QATT. Where the QATT has been deployed in defense against, response to, or recovery from an act of terrorism as that latter term is defined under the SAFETY Act, FLIR (or the Seller) and Buyer of the QATT agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

**SAM Search Results**  
**List of records matching your search for :**  
**Record Status: Active**  
**DUNS Number: 804632318**

**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b>	FLIR DETECTION, INC.	Status:Active
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DUNS: 804632318	+4:	CAGE Code: 4ZCA0	DoDAAC:
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Expiration Date: Sep 23, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
-------------------------------	---------------------------	------------------------------

Address: 1024 S Innovation Way
--------------------------------

City: Stillwater
------------------

ZIP Code: 74074-1508
----------------------

State/Province: OKLAHOMA
--------------------------

Country: UNITED STATES
------------------------

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Authorizing the Purchase of One (1) 2017 Ford Interceptor SUV from Silsbee Ford, through the Texas Local Government Purchasing Contract (BuyBoard), in the Amount of \$29,217.20. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Staff is requesting authorization for the purchase of one (1) 2017 Ford Interceptor SUV from Silsbee Ford, in the amount of \$29,217.20. The Ford Interceptor SUV is needed to replace a 2013 Ford SUV which was involved in an accident.

Funding for the purchase of the 2017 Ford Interceptor SUV from Silsbee Ford will be funded by the 2016-2017 General Fund in the amount of \$16,839 (TML insurance proceeds) and the remaining amount of \$12,378.20 will require an appropriation from the 2016-2017 T.C.S.A. Fund. The purchase will be made through the Buyboard.

Staff has verified that Silsbee Ford has no outstanding debts with the City. The City of Edinburg has done business with Silsbee Ford in the past. Silsbee Ford has no exclusions active in the System for Award Management.

**RECOMMENDATION:**

Approve Authorizing the Purchase of One (1) 2017 Ford Interceptor SUV from Silsbee Ford, through the Texas Local Government Purchasing Contract (BuyBoard), in the Amount of \$29,217.20.

**REVIEWED BY:**

**PREPARED BY:**

Lt. Octavio Reyes

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/David White  
David White  
Chief of Police

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**


\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16**

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF EDINBURGPrepared by: GLEN ANGELLEContact: OCTAVIO REYESPhone: 409-880-9191 C- 800-646-2749 LINEEmail: Email: [gangelles.cowboyfleet@gmail.com](mailto:gangelles.cowboyfleet@gmail.com)Product Description: 2017 FORD EXPORERDate: February 24, 2017A. Bid Series: A. Base Price: \$ **23,023.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	K8A UPGRADE AWD	\$ 1,575.00		EXT. BLACK	
	DUAL SPOTLIGHTS	\$ 475.00			
	COUTESY DISABLE	\$ 18.80		POWER SEAT	
	REAR AIR	\$ 573.40		AM/FM/CD	
	NOISE SUPPTESSION	\$ 94.00			
	TWO TONE PAINT	\$ 789.60			
	KEY ALIKE	\$ 47.00			
	RR DR. / LK INOP	\$ 32.90			
	REVERSE SENSING	\$ 258.50			
	POWER WINDOWS & LOCKS				
	CRUISE				

Total of B. Published Options: \$ **3,864.20**

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 4.8 %

Options	Bid Price	Options	Bid Price
5 YEAR BUMPER TO BUMPER WARRENTY	\$ 1,280.00		
200.00 DEDUCTABLE			

Total of C. Unpublished Options: \$ **1,280.00**

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 450 miles

K. Subtotal:

L. Quantity Ordered 1 x K =

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

**\$ 29,217.20**



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

October 19, 2016

**Sent Via E-mail:** rhyder.cowboyfleet@gmail.com

Richard Hyder  
Silsbee Ford  
1211 US Hwy 96 N.  
Silsbee, TX 77656

**Re:** Notice of The Local Government Purchasing Cooperative Award

**Proposal Name and Number:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor  
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 521-16 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
BuyBoard

Procurement

Director

v.12.15

October 19, 2016

**Sent Via E-mail:** rhyder.cowboyfleet@gmail.com

Richard Hyder  
Silsbee Ford  
1211 US Hwy 96 N.  
Silsbee, TX 77656

**Re:** Notice of National Purchasing Cooperative Piggy-Back Award

**Proposal Name and Number:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor  
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,



BuyBoard Procurement Director  
v.12.15





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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

16738

## PROPOSER'S AGREEMENT AND SIGNATURE

**Proposal Name:** Vehicles, Heavy Duty Trucks,  
Police Motorcycles, Parts, and Service Labor

**Proposal Opening Date and Time:**  
August 24, 2016 at 2:00 PM

**Proposal Number:** 521-16

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2016  
through November 30, 2017 with two (2) possible  
one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
October 2016

Silsbee Ford

Name of Proposing Company

8/29/16

Date

1211 US Hwy 96 N

Street Address

Signature of Authorized Company Official

Silsbee TX 77656

City, State, Zip

Robert Swan

Printed Name of Authorized Company Official

409.895.3800

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

409.895.3884

Fax Number of Authorized Company Official

76-0533144

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

E-y N-y H-N

USB + Prialist





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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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## **VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: Silsbee Ford General Contact Name: Richard Hyder

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: rhyder.cowboyfleet@gmail.com

Internet Contact: Richard Hyder Phone: 409.300.1385

Alternate E-mail Address: jrunnels.cowboyfleet@gmail.com

Alternate Internet Contact: Jarrold Runnels Phone: 409.749.9556

☐ I will receive purchase orders via **FAX**.

Fax Number: \_\_\_\_\_

Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: rhyder.cowboyfleet@gmail.com

Alternate E-mail Address: jrunnels.cowboyfleet@gmail.com

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1211 US Hwy 96 N Department: Fleet

City: Silsbee State: TX Zip Code: 77656

Contact Name: Mary Falgout Phone: 409.960.8305

Fax: 409.895.3884 E-mail Address: mfgaltout.silsbeefleet@gmail.com

Alternative E-mail Address: tdurbin.cowboyfleet@gmail.com



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☒ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Signature of Authorized Company Official

Company Name

Robert Swan

Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Signature of Authorized Company Official

Company Name

Robert Swan

Printed Name



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## **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

Robert Swan

\_\_\_\_\_  
Printed Name





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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
  - ☐ **Women Owned Business**
  - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

N/A

**Name of Certifying Agency:**

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

*Robert Swan*

Signature of Authorized Company Official

*ROBERT SWAN*

Printed Name



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### **AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan". The signature is written in a cursive style.

Signature of Authorized Company Official

Robert Swan

Printed Name

8/29/16

Date



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## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>





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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.<sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

- 
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)

*Issued March 31, 2014*



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## **DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

---

---

---

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

---

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

---

3. Number of Days for Delivery: 60-90 ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy:

---

25% restocking fee during first 30 days after delivery

---

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Silsbee Ford

Company Name



Signature of Authorized Company Official  
FORM G

Robert Swan

Printed Name

COMM.V.11.18.15



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## **DEALERSHIP LISTINGS**

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

**Silsbee Ford**

Company Name

**1211 US Hwy 96 N**

Address

**Silsbee**

**TX**

**77656**

City

State

Zip

**409.895.3800**

**409.895.3884**

Phone Number

Fax Number

**Robert Swan**

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

**FORM H**

COMM.V.11.18.15



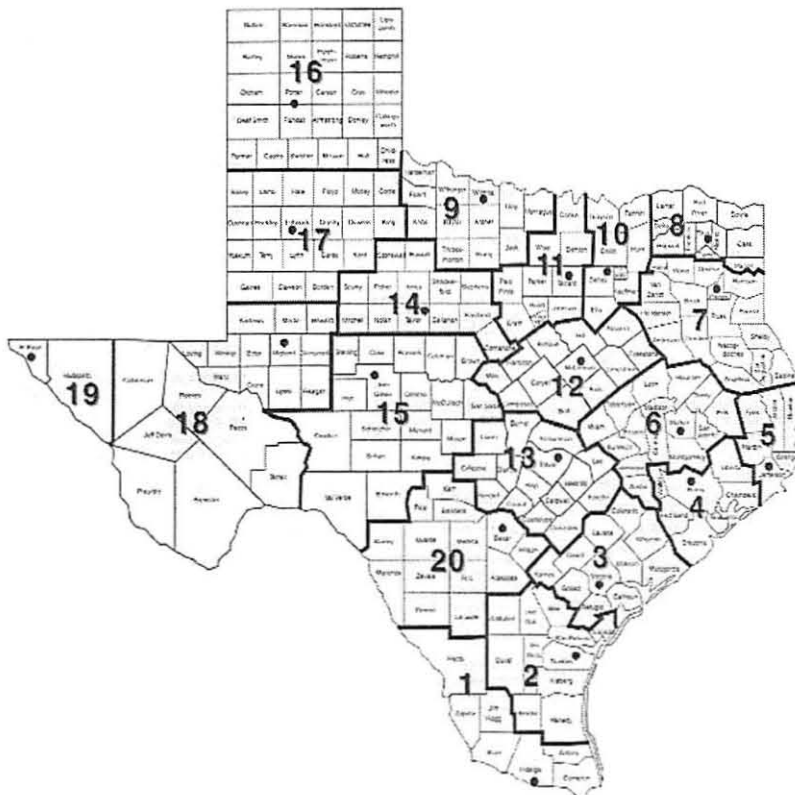
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## TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

Silsbee Ford

Company Name

*Robert Swan*

Signature of Authorized Company Official

Robert Swan

Printed Name

- ☐ I will not service members of the Texas Cooperative.





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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Silsbee Ford

Signature of Authorized Company Official

Company Name

Robert Swan

Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

**Silsbee Ford**

Name of Vendor

A handwritten signature in blue ink, appearing to read "Robert Swan", written over a horizontal line.

Signature of Authorized Company Official

**521-16**

Proposal Invitation Number

**Robert Swan**

Printed Name of Authorized Company Official

**8/29/16**

Date





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## **FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 115,024,000 .00 (The period of the 12 month period is 8/1/15 / 8/1/16). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS	5%	300 units	net 30
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	6%	245 units	net 30
6. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%)**: 6% **Proposed Discount (%)**: 6%

**Explanation**: \_\_\_\_\_

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

FORM L

COMM.V.11.18.15





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## **GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Discount</b>	<b>Quantity/ Volume</b>	<b>FOB Term</b>
1.	Harris County	Syd Sexton	713.374.2278	6%	540	net 30
2.	City of Austin	Kenneth Wykoff	512.978.2637	6%	702	net 30
3.	City of Houston	Lena Farris	832.393.8729	5%	603	net 30
4.	City of San Antonio	L.D. McGarity	210.207.7814	6%	628	net 30
5.	TX Parks & Wildlife	John Wyatt	512.389.4964	5%	352	net 30

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name



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## **MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Please see attached.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan". The signature is written in a cursive, flowing style.

Signature of Authorized Company Official

Robert Swan

Printed Name

## **Silsbee Ford Qualifying and Marketing Statements**

### **A. Company**

1. History—Silsbee Ford Inc. is located in Silsbee TX and are staffed by the award winning group previously employed by Philpott Motors Ltd. This Fleet and Government sales department has been active since 1995 with 70,000 (and counting) vehicles sold to over 3000 different customers across the country. Since 2002, this group has been the largest supplier of Ford vehicles to government customers in the United States. The group has held government vehicle contracts with H-GAC since 1997, TASB BuyBoard since 2005, Tarrant County Cooperative since 2002, and the State of Texas TBPC/TPASS since 2000.
2. Salespersons—Headed by Fleet Director Bobby Swan, Silsbee Fleet currently has 6 salespersons with a combined 90+ years of government sales expertise.
  - a. Cuyler Dodson—20 years government sales experience, office located in Montgomery Texas, toll free phone 936.597.5108, email [cuylerdodson@gmail.com](mailto:cuylerdodson@gmail.com)
  - b. Ken Durbin—20 years government sales experience, office located in Silsbee Texas, direct phone 409 284-1009, email [kdurbin.cowboyfleet@gmail.com](mailto:kdurbin.cowboyfleet@gmail.com)
  - c. Rick Brown—10 years sales experience, office located in Silsbee TX, direct phone 409.659.1555, email [rbrown.silsbeefleet@gmail.com](mailto:rbrown.silsbeefleet@gmail.com)
  - d. Glen Angelle—8 years government sales experience, office located in Silsbee TX, direct phone 409.880.9191, email [gangelle.cowboyfleet@gmail.com](mailto:gangelle.cowboyfleet@gmail.com)
  - e. Jarrod Runnels—15 years government sales experience, office located in Silsbee TX, direct phone 409.749.9556, email [fleetsales@outlook.com](mailto:fleetsales@outlook.com)
  - f. Richard Hyder—20 years government sales experience, office located in Silsbee TX, direct phone 409.300.1385, email [rhyder.cowboyfleet@gmail.com](mailto:rhyder.cowboyfleet@gmail.com)
3. Outlets—Most vehicles are delivered from our facility in Silsbee. However, Silsbee Fleet can drop ship vehicles to many Ford locations for easy and cost effective delivery to our end users.
4. Support Centers—Vehicle warranty items can be handled at any manufacturer outlet. Problems with additional equipment will be handled on a case by case basis. If necessary, Silsbee Fleet will send technicians to the site of the problem vehicle for repair.
5. Annual sales

- a. 2014-15--\$49M in revenues, 2028 government vehicles sold
- b. 2016--\$115M in revenues, 3150 government vehicles sold (and counting)

## **B. Distribution**

1. Processing and Shipping—Silsbee Fleet directly processes all vehicles from order to delivery. Vehicles are prepared and outfitted by our dedicated fleet technicians in our new facility in Silsbee, Texas. Additional equipment items, ranging from a simple toolbox to a \$25,000 emergency equipment build, are handled on premises. On larger delivery quantities, Silsbee Fleet subcontracts with a fully insured common carrier to expedite delivery while keeping purchased vehicle mileages at a minimum. A frequently used common carrier is Texas Auto Carriers, 5765 Bicentennial, San Antonio Texas. (210) 666-3333.
2. Retail Store locations—Silsbee Fleet's main office is located 1211 U.S Hwy 96 North, Silsbee, Texas.
3. Hours of operation—8:00am to 5:30pm Monday through Friday. Sales and service associates can also be reached after hours by cell. Phones numbers to the various offices and salespersons are attached.
4. Procedures—the Silsbee Fleet staff has a great deal of experience with government customers having held multiple government contracts for the last 20 years consecutively. Quotations are prepared and purchase orders received by individual salespersons. The purchase orders and accompanying documentation are then forwarded to the main office in Silsbee where they are processed using a central database system for record keeping. At all times during the order to delivery process, any salesperson or support staff can answer questions or determine status from any customer inquiry. Billing is prepared along with the completed vehicle(s) unless a customer requests advanced or special invoicing. Silsbee accepts checks and wire transfers.

## **C. Marketing**

1. Plan—Silsbee Ford has been very active in promoting vehicle and equipment products in the government sector. We advertise in national law enforcement magazines such as "Police Fleet Manager", sponsor the Texas Police Chief Association, and attend important trade shows such as NAFA, Texas Sheriff's Show, Texas Police Chief Show, Police Fleet Expo East and Police Fleet Expo West. In addition, our experienced salespersons routinely contact our customers to stay acquainted with their vehicle and equipment needs. When new products become available, salespersons often bring demonstrators and pilot vehicles directly to the customer. We also use a combination of direct mail, e-mail, and internet presence

to inform our customers of sales specials, manufacturer updates, and cooperative purchasing information.

2. **Contract education**—All of Silsbee Fleet’s salespersons and staff are familiar with various cooperative purchasing contracts including contracts awarded by TASB BuyBoard. Still, continuing education is essential. When a new contract is awarded, the sales team and staff meet to discuss marketing and strategy for it, as well as any new contract language or requirements. They also review the pricing and specifications for the various items it contains. Additional meetings are held quarterly to dissect any problems or issues that arise. If new pricing and/or contract rules are implemented during the contract, the contract manager schedules an immediate meeting to keep the salespersons and staff up to date.
3. **End-User Complaints**—Silsbee Ford believes that customer service is paramount. When the occasional problem arises, a quick and efficient correction is in the best interest of the end user, Silsbee Ford, and the contracting entity. Often, a speedy resolution to a customer complaint is also the best sales tool for future orders. To that end, our approach to customer issues has historically been to “do graciously in the beginning what will be required in the end.” In a nutshell, just fix the problem without fuss. Each salesperson is empowered to fix a typical customer problem without the need for a layered management approval. If a customer simply cannot be satisfied, Silsbee Fordt will consider a reorder/replacement vehicle at no additional cost to the customer.

**D. Account Manager**—The Silsbee Ford BuyBoard account manager for 521-16 will be Richard Hyder. He can be reached at: direct phone 409.300.1385 and email at [rhyder.cowboyfleet@gmail.com](mailto:rhyder.cowboyfleet@gmail.com)

## **E. Products**

1. **Products provided**—Silsbee Ford is a Texas Automobile Dealer with Ford franchise P34381. Ford vehicles offered include sedans, sport utilities, vans, trucks, and crossovers. A complete description of vehicles and equipment offered is found in the Bid Forms.
2. **Services**—The Silsbee Fleet group specializes in law enforcement vehicles, providing packaged and custom installs for our police and fire customers, and is the largest supplier and installer of such equipment in the United States. Because of our expertise in this field, we also act as a consultant to various government entities, providing recommendations and education as law enforcement technology improves. The office staff routinely provides customers with current vehicle status, logistics and shipping recommendations, spec analysis, and budget preparation.

3. Backorder policy—In the event that an item is backordered, Silsbee Fleet will handle the conversion to the new order for the benefit of the customer. An additional purchase order will not be necessary. Pricing will hold firm unless the customer requests additions or deletions to the new order.
4. Information capacity-- Silsbee Ford not only has access to the latest manufacturer developments; we are often involved in their conception and integration. Because of our volume and customer relationships, Ford often requests that we obtain feedback from customers regarding vehicle performance, service issues, technical information, and potential option changes. This information is often passed on to customers to assist in their decision process on future purchases. In addition, we have a direct relationship with many aftermarket products including the latest in law enforcement technology. We provide measurements, technical information, and even demo vehicles to various equipment manufacturers to help them design and improve their products. We convey the experiences of our real world customers to manufacturers which facilitates upgrades in many types of products.

#### **F. Administration**

1. Capacity—Silsbee Ford has the personnel and communication capacity to handle a large volume of orders in an efficient and timely manner. Unlike in some smaller fleet operations, the customers can get answers, receive quotations, and place orders without delay. Each fleet salesperson can individually accept customer orders through direct contact, mail, email, and fax. In addition, we have a planned addition to our website which will allow for direct input of orders by customers. After orders are accepted by our salespersons, they are funneled to the main office where they are checked again for accuracy and completeness before additional processing. For payment, we accept checks, wire transfers, and credit cards.
2. Order processing—Silsbee Ford does not use an all-inclusive e-commerce system. It is our belief that ascertaining the needs of the customer involves much more than simply accepting a computer generated order. Often customers know what they want/need, but are unsure exactly which vehicle or options fill that demand. Without customer communication, the potential for an order error is simply too great. Our process is still simple and efficient. After communicating with a fleet salesperson, a purchase order is issued for the amount of the quotation. A database entry is created in-house for each vehicle involved and all information pertaining to the sale (customer info, vehicle info, purchase order, delivery specifics, etc) is entered. Each vehicle is treated as a separate sales/work project. PO# issue dates, factory order dates, manufacturer ETAs, arrival dates, work order dates, completion dates, delivery/billing dates and payment dates are all logged into this central source

as they happen. Inventory, status reports, and billing are generated for salespersons, fleet staff, and customers as necessary.

3. Existing cooperative purchasing programs—Silsbee Ford has had great success at administering government contracts and keeping a wide repeat customer base. Approximately 70% of the group's total sales volume is through multi-year cooperative purchasing contracts. In the past, contracts won by the Silsbee Ford have experienced tremendous growth both in numbers of customers and numbers of orders in large part due to the Silsbee Ford's existing customer base and its marketing efforts. Recently, the Fleet group held the following government contracts:
  - a. H-GAC VE11-15 Cars and Light Trucks—245+ vehicles delivered in TX, CA, NM, AL, NJ, RI, FL, NC, TN, DC, WA, MD, AND MN
  - b. TASB BuyBoard 430-13 Cars and Trucks—3700+ vehicles delivered
  - c. State of Texas 071-072-A2 Fleet Automobiles and Trucks—300+ vehicles delivered

## **G. Commitment Statements**

1. Corporate Commitment—The staff at Silsbee Ford have a history of unparalleled sales and service to state and local governments. For the last 20 years, the group has been one of the nation's largest provider of government vehicles. Significant investments are continuing to be made at Silsbee in dealership facilities, staff, training, and inventory to continue leadership in this category. We employ the highly trained and experienced sales and support staff necessary to handle large volumes of customer contacts and orders in from the government sector.
2. Pricing Commitment—Silsbee Ford is committed to providing the very best pricing and service to its customers. The pricing contained in bid 521-16 reflects the lowest pricing and greatest value that we can offer. We are constantly working with manufacturers to provide the greatest incentives to our government customers. In the event that incentives increase or prices are lowered by the manufacturer, we will adjust as necessary and continue to provide BuyBoard end users the lowest possible price.
3. Sales Commitment—The Silsbee Fleet group has a history of aggressively marketing its products, services, and contracts nationwide. We have a presence in state and national trade shows, often in conjunction with manufacturers and cooperative contracting agencies. We communicate with customers via email, direct mail, and phone to explain the value and ease of cooperative purchasing. We would strongly urge BuyBoard to review our history and to pay particular attention to the number of purchase orders generated over the length of contracts 358-10 (as Philpott Ford)

and 430-13 (as Silsbee Ford). We welcome any comparison to the sales results from competing automobile vendors.





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## **CONFIDENTIAL/PROPRIETARY INFORMATION FORM**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*



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**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒ **NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_  
\_\_\_\_\_

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Silsbee Ford**

Company Name



Signature of Authorized Company Official

**Robert Swan**

Printed Name

**8/29/16**

Date



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## **VENDOR BUSINESS NAME FORM**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** Silsbee Ford Inc.

*(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**

Individual/Sole Proprietor  
Corporation  
Limited Liability Company  
Partnership  
Other

\_\_\_\_\_  
x  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other, identify \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of Incorporation** (if applicable): Texas

**Federal Employer Identification Number:** 76-0533144

*(Vendor must include a completed IRS W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Silsbee Ford

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>SILSBEE FORD INC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) <b>PO BOX 815</b> City, state, and ZIP code <b>SILSBEE TX 77656</b>	Requester's name and address (optional)
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

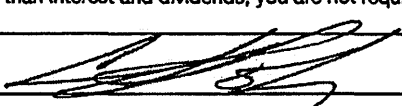
Employer identification number								
7	6	-	0	5	3	3	1	4

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶     Date ▶ **8/29/16**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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## **EDGAR VENDOR CERTIFICATION FORM** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

---

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

### **Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)**

☒ **YES, I agree to the above.** (Initial: ES)

☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)





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## 2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

### Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

## 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

### Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
-



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#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
-





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**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

**Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):**

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):**

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.





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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Vendor Certification, Item 8 (Debarment and Suspension):**

- ☒ **YES, I agree / certify to the above.** (Initial: RS)  
☐ **NO, I do NOT agree / certify to the above.** (Initial: \_\_\_\_\_)
- 

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):**

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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**Vendor Certification, Item 10 (Procurement of Recovered Materials):**

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

**Vendor Certification, Item 11 (Profit as Separate Element of Price):**

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**12. General Compliance and Cooperation with Cooperative Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

**Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):**

- ☒ **YES, I agree to the above.** (Initial: RS)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Silsbee Ford

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT SWAN

Printed Name



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## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form S), **Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**  
~~Catalogs/Pricelists must be submitted with proposal response or response will not be considered.~~





## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

**NOTE 1:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

*Kobell. Swan*

**NOTE 2:** An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**NOTE 3:** Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

### Section I: Ford Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
116	Ford Taurus SE (P2D)	Full Size Sedan	<b>Taurus SE Sedan (P2D)</b> - Taurus SE Trim Package, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>18,873.00</u>	FORD TAURUS SEDAN SE P2D	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
117	Ford Fusion S (P0G)	Mid Size Sedan	<b>Fusion S Sedan (P0G)</b> - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>15,713.00</u>	FORD FUSION S SEDAN P0G	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

#### PROPOSAL NOTE:

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
118	Ford Fiesta S (P4A)	Compact Sedan	<b>Fiesta S Sedan (P4A)</b> - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>11,911.00</u>	FORD FIESTA S SEDAN P4A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
119	Ford Mustang (P8A)	Coupe	<b>Ford Mustang V6 (P8A)</b> - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>20,933.00</u>	FORD MUSTANG V6 P8A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
120	Ford Focus S (P3E)	Compact Sedan	<b>Focus S Sedan (P3E)</b> - Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment.	\$ <u>12,920.00</u>	FORD FOCUS S SEDAN P3E	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
121	Ford C-Max Hybrid (P5A)	Compact Sedan	<b>C-Max Hybrid Sedan (C-Max P5A)</b> - Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,935.00</u>	FORD C-MAX HYBRID SEDAN P5A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
122	Ford C-Max Energi (P5C)	Compact Sedan	<b>C-Max Energi Sedan (C-Max P5C)</b> - Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>28,128.00</u>	FORD C-MAX ENERGI SEDAN P5C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
123	Ford Police Interceptor AWD (P2M)	Law Enforcement Sedan AWD	<b>Police Interceptor Sedan (P2M)</b> - AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>21,912.00</u>	FORD POLICE INTERCEPTOR SEDAN P2M	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
124	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	<b>Police Interceptor Sport Utility (K8A)</b> - AWD, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>23,713.00</u>	FORD POLICE INTERCEPTOR SUV K8A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

### PROPOSAL NOTE:

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
125	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	<b>Expedition SSV Utility (U1F-102A)</b> - 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>27,639.00</u>	FORD EXPEDITION SSV U1F-102A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
126	Ford Explorer (K7B)	Sport Utility	<b>Explorer Base Sport Utility (K7B)</b> - Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,023.00</u>	FORD EXPLORER BASE K7B	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
127	Ford Expedition XL (U1F-100A)	Sport Utility	<b>Expedition XL Sport Utility (U1F-100A)</b> - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>29,409.00</u>	FORD EXPEDITION XL U1F-100A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
128	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	<b>Expedition EL Sport Utility (K1F-100A)</b> - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>33,946.00</u>	FORD EXPEDITION EL K1F-100A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
129	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	<b>Expedition SSV Extended Length Utility (K1F-102A)</b> - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>30,996.00</u>	FORD EXPEDITION SSV EXT LENGTH K1F-102A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
130	Ford Escape S (U0F)	Sport Utility	<b>Escape Sport Utility (U0F)</b> - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>17,071.00</u>	FORD ESCAPE U0F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
131	Ford Edge SE (K3G)	Crossover Sport Utility	<b>Edge Crossover Sport Utility (K3G)</b> - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,833.00</u>	FORD EDGE SPORT UTILITY K3G	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.





## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
132	Ford Flex (K5B)	Crossover Sport Utility	<b>Flex Crossover (K5B)</b> - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	\$ <u>24,529.00</u>	FORD FLEX CROSSOVER K5B	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
133	Ford F150, Regular Cab (F1C)	Full Size Pickup	<b>F-150 Pickup, Regular Cab (F1C)</b> - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ <u>16,360.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
134	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	<b>F-150 Pickup, Regular Cab CNG/LPG</b> - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.	\$ <u>16,465.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
135	Ford F250, Regular Cab (F2A)	Full Size Pickup	<b>F-250 Pickup, Regular Cab (F2A)</b> - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>19,421.00</u>	FORD F250 REGULAR CAB PICK UP F2A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
136	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	<b>F-350 Pickup, Regular Cab (F3A)</b> - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>21,931.00</u>	FORD F350 REGULAR CAB PICK UP F3A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
137	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	<b>F-350 Chassis Cab (F3E)</b> - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,181.00</u>	FORD F350 CAB AND CHASSIS F3E	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
138	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	<b>F-450 Chassis Cab (F4G)</b> - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,213.00</u>	FORD F450 REGULAR CAB AND CHASSIS F4G	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
139	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	<b>F-550 Chassis Cab (F5G)</b> - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>28,329.00</u>	FORD F550 REGULAR CAB AND CHASSIS F5G	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
140	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	<b>F-650 Chassis Cab (F6A)</b> - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>40,428.00</u>	FORD F650 REGULAR CAB & CHASSIS F6A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
141	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	<b>F-750 Chassis Cab (F7A)</b> - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>41,042.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
142	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	<b>F-650 Chassis Cab (F6D)</b> - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>47,317.00</u>	FORD F350 CAB AND CHASSIS F6D	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
143	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	<b>F-750 Chassis Cab (F7A)</b> - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>46,974.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7D	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
144	Ford Transit Connect Wagon (S9E)	Wagon	<b>Transit Connect Wagon (S9E)</b> - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,597.00</u>	FORD TRANSIT CONNECT WAGON S9E	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
145	Ford Transit Connect Van (S6E)	Cargo Van	<b>Transit Connect Cargo Van (S6E)</b> - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>18,018.00</u>	FORD TRANSIT CONNECT CARGO S6E	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
146	Ford Transit 150, Passenger Van (E1C)	Cargo Van	<b>T-150 Transit Cargo Van (E1C)</b> - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,021.00</u>	FORD TRANSIT CARGO VAN E1C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
147	Ford Transit 250, Passenger Van (R1C)	Cargo Van	<b>T-250 Transit Cargo Van (R1C)</b> - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,754.00</u>	FORD TRANSIT 250 CARGO VAN R1C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
148	Ford Transit 350, Passenger Van (W9C)	Cargo Van	<b>T-350 Transit Cargo Van (W9C)</b> - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,548.00</u>	FORD TRANSIT 350 CARGO VAN W9C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

### PROPOSAL NOTE:

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
149	Ford Transit 150, Passenger Van (K1C)	Passenger Van	<b>T-150 Transit Passenger Van (E1B)</b> - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,633.00</u>	FORD TRANSIT 150 PASSENGER VAN E1B	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
150	Ford Transit 350, Passenger Van (X2C)	Passenger Van	<b>T-350 Transit Passenger Van (X2C)</b> - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,043.00</u>	FORD TRANSIT 350 PASSENGER VAN X2C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
151	Ford Transit 250 Cutaway (R5P)	Cutaway	<b>T-250 Transit Cutaway Chassis (R5P)</b> - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,243.00</u>	FORD TRANSIT 250 CUTAWAY R5P	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
152	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	<b>T-250 Transit Cutaway Chassis Cab (R5Z)</b> - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,655.00</u>	FORD TRANSIT CHASSIS CAB R5Z	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

### PROPOSAL NOTE:

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## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
153	Ford E-350 Cutaway (E3F)	Cutaway Chassis	<b>E-350 Cutaway Van Chassis (E3F)</b> - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,333.00</u>	FORD E350 CUTAWAY VAN CHASSIS E3F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
154	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	<b>E-350 Stripped Chassis</b> - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>19,119.00</u>	FORD F350 STRIPPED CHASSIS E3K	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
155	Ford E-450 Cutaway (E4F)	Cutaway Chassis	<b>E-450 Cutaway Chassis Cab (E4F)</b> - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,126.00</u>	FORD E450 CUTAWAY CHASSIS CAB E4F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
156	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	<b>E-450 Stripped Chassis (E4K)</b> - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,830.00</u>	FORD E450 STRIPPED CHASSIS E4K	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

### PROPOSAL NOTE:

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

**Section II: Ford Model Vehicles OPTIONS and EQUIPMENT** - Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/ Pricelist	State Name of Catalog/ Pricelist	Vehicle Options
157	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	6 %		Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
158	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	6 %		Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
159	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	2 %		Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

### PROPOSAL NOTE:

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



# Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
160	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	25 %		
161	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	1 %		
162	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	.5 %		

**PROPOSAL NOTE:**

1. \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.





## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
163	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	PROTECT VEHICLE E-PRICING ONLINE CALCULATOR	
<b>Section III: FORD MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES</b>						
Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
164	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	<b>Hourly Labor Rate for Repair/Service of Vehicle</b> - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 70.00	BASED ON CHILTON LABOR TIME STANDARDS	VOLUME UPFIT DISCOUNT MAY APPLY
165	Delivery Fees	Per Mile Delivery Fee for Vehicles	<b>Per Mile Delivery Fee for Vehicles</b> - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile		COMMON CARRIER DISCOUNTS MAY APPLY FOR MULTIPLE VEHICLE ORDERS

**PROPOSAL NOTE:**

- \* Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.

## Manufacturer's Certification

ITB 01-071-000-C, Motor Vehicles

THIS IS TO CERTIFY THAT Silsbee Ford IS THE MANUFACTURER  
(RESPONDENT'S NAME)

OR A MANUFACTURER'S AUTHORIZED DEALER OF Ford Motor Company  
(MANUFACTURER / BRAND NAME)

IN THE STATE OF TEXAS AND AUTHORIZED TO SELL IN THE UNITED STATES.

BY:

MANUFACTURER NAME: Ford Motor Company

ADDRESS: 16800 Executive Plaza Drive, Dearborn MI 48126

TELEPHONE NUMBER: 313-390-1058

E-MAIL: randers1@ford.com

AUTHORIZED SIGNATURE: 

TITLE: State & Local Government Sales Manager

**PLEASE NOTE:** THIS CERTIFICATION FORM MUST BE EXECUTED BY AN AUTHORIZED EMPLOYEE OF THE MANUFACTURER ONLY. DEALERS / REPRESENTATIVES ARE NOT AUTHORIZED TO EXECUTE THIS CERTIFICATION FORM ON BEHALF OF THE MANUFACTURER. THE MANUFACTURER MUST EXECUTE THIS CERTIFICATION FORM EVEN IF THEY ARE OFFERING THEIR OWN PRODUCTS. FAILURE TO SUBMIT THIS CERTIFICATION FORM WITH THE RESPONSE AS REQUIRED SHALL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

Control No. 232811

  
Texas Department  
of Motor Vehicles  
MOTOR VEHICLE DIVISION

**FRANCHISED MOTOR VEHICLE DEALER**

FRANCHISE NO: C127275

GENERAL DISTINGUISHING NO: P34381

Motor Vehicle Dealer

SILSBEE FORD INC.  
PO BOX 815  
SILSBEE, TX 77656-0815

EXPIRES: 01/31/2017

PHYSICAL LOCATION:  
1211 US HIGHWAY 96 N  
SILSBEE, TX 77656-7190

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:  
MERCURY-AA, FORD-AA

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Daniel Avitia***

Daniel Avitia, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16  
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSER'S AGREEMENT AND SIGNATURE FORM:**

**Contract Time Period:** December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.

**Proposal Opening Date and Time:** September 1, 2016 at 2:00 P.M.

**Anticipated Cooperative Board Meeting Date:** October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • [www.vendor.buyboard.com](http://www.vendor.buyboard.com)

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 2**

**Proposal Invitation No. 521-16  
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

**PROPOSAL SPECIFICATIONS:**

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

---

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16





12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • [www.vendor.buyboard.com](http://www.vendor.buyboard.com)

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 3**

**Proposal Invitation No. 521-16  
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

**PROPOSAL SPECIFICATIONS:**

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Please download the "**UPDATED**" copy of the detailed specifications and disregard the previous version provided.

---

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor  
Addendum No. 3**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Chevrolet Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
454	Chevrolet Express Cargo Van (CG13405)	Cargo Van	<b>Chevrolet Express (CG13405) Cargo Van</b> - Chevrolet Express Cargo Van, base model, full size, front wheel drive, complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
455	Chevrolet Express Passenger Van (CG23406)	Passenger Van	<b>Chevrolet Express (CG23406) Passenger Van</b> - Chevrolet Express Passenger Van, base model, full size front wheel drive, complete with all manufacturer's standard equipment	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
456	Chevrolet Bolt EV All Electric (1FB48)	Compact Sedan	<b>Chevrolet Bolt EV All Electric (1FB48) Compact Sedan</b> - Chevrolet Bolt 1FB48 base model complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 4**

**Proposal Invitation No. 521-16  
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

**PROPOSAL SPECIFICATIONS:**

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469. This line item is included on page 2 of Addendum No. 4.

---

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16





**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor  
Addendum No. 4**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Toyota Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
469	Hino 155 (Toyota)	Hino Model 155	<b>Hino 155, Low Cab Over</b> , 14,500 lbs GVW, <b>Engine</b> – Class 4, 5-liter J05 series engine rated at 210 HP and 440 lb.-ft. torque, complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Authorizing the Purchase of Body Cameras and Auto DVD Burner from Coban Technologies, Inc., through the Houston Galveston Area Council (HGAC), in the Amount of \$36,470. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Staff is requesting authorization for the purchase of seventeen (17) Body Cameras and accessories; and one (1) auto DVD burner from Coban Technologies, Inc.

Funding for the purchase of the seventeen (17) Body Cameras and accessories; and one (1) auto DVD burner will be funded as follows: \$25,265 will be funded through the Office of the Governor, Grant #3256001 award. The remaining \$11,205 will require an appropriation from the T.C.S.A. Fund.

The purchase will be made through the Houston Galveston Area Council (HGAC). The body cameras will be integrated to work with the department's existing Coban in-car video system. Coban Technologies, Inc., is the department in-car video service provider.

Staff has verified Coban Technologies, Inc., has no outstanding debts with the City. The City of Edinburg has done business with Coban Technologies, Inc., in the past. Coban Technologies, Inc. has no exclusions active in the System for Award Management.

**RECOMMENDATION:**

Approve Authorizing the Purchase of Body Cameras and Auto DVD Burner from Coban Technologies, Inc., through the Houston Galveston Area Council (HGAC), in the Amount of \$36,470.

**REVIEWED BY:**

**PREPARED BY:**

Lt. Octavio Reyes

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/David White

David White  
Chief of Police

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

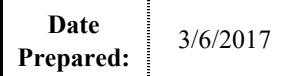

\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



36470



January 4, 2017

Edinburg Police Department  
1702 S. Closner Blvd.  
Edinburg, TX 78541

Re: Coban Auto DVD Solution Sole Source Letter

To whom this may concern,

This letter is to confirm the Coban Auto DVD Solution, including all add-on software, is a sole source product, designed and maintained solely by Coban Technologies Inc., and is distributed exclusively by COBAN Technologies, Inc.

Coban Technologies, Inc. maintains all copyright privileges for these products and no agents or dealers are authorized to represent these products. This product must be purchased directly by the agency from Coban Technologies, Inc.

Please do not hesitate to contact me if you have any questions or concerns.

Thank you,

A handwritten signature in blue ink, appearing to read "Cindy Chang", with a horizontal line extending to the right.

Cindy Chang  
National Sales Support Manager  
281-925-0460  
[Cindy.Chang@cobantech.com](mailto:Cindy.Chang@cobantech.com)



January 4, 2017

Edinburg Police Department  
1702 S. Closner Blvd.  
Edinburg, TX 78541

Re: Coban Sole Source Letter

To whom this may concern,

This letter is to confirm the Focus X1 Body Camera, including all add-on hardware and software devices, is a sole source product, designed and manufactured solely by Coban Technologies Inc., and is distributed exclusively by COBAN Technologies, Inc.

Coban Technologies, Inc. warrants that no other company makes a similar or competing product. Coban Technologies, Inc. maintains all copyright privileges for these products and no agents or dealers are authorized to represent these products. This product must be purchased directly by the agency from Coban Technologies, Inc.

Please do not hesitate to contact me if you have any questions or concerns.

Thank you,

A handwritten signature in blue ink, appearing to read "Cindy Chang", with a horizontal line extending to the right.

Cindy Chang  
National Sales Support Manager  
281-925-0460  
[Cindy.Chang@cobantech.com](mailto:Cindy.Chang@cobantech.com)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

COBAN TECHNOLOGIES, INC.  
Houston, TX United States

**Certificate Number:**  
2017-151097

**Date Filed:**  
01/05/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Edinburg Police Department

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

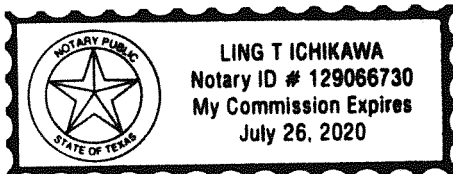
EDIN20161212 -01a  
Digital Video Recording Device

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Griffin, Mark	HOUSTON, TX United States	X	

**5 Check only if there is NO Interested Party.** ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*[Signature of Mark Griffin]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Mark Griffin, this the 5th day of January, 2017, to certify which, witness my hand and seal of office.

*[Signature of Ling T Ichikawa]*  
Signature of officer administering oath

Ling T Ichikawa  
Printed name of officer administering oath

Title of officer administering oath

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : coban\***  
**Record Status: Active**

<b>ENTITY</b>	COBAN TECHNOLOGIES, INC.	Status:Active
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DUNS: 119738982	+4:	CAGE Code: 41ZN9	DoDAAC:
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Expiration Date: Nov 29, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 11375 S SAM HOUSTON PKWY W  
STE 800

City: HOUSTON

State/Province: TEXAS

ZIP Code: 77031-2348

Country: UNITED STATES



**Statement of Grant Award (SOGA)**

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	3256001	<b>Award Amount:</b>	\$25,265.00
<b>Date Awarded:</b>	3/2/2017	<b>Grantee Cash Match:</b>	\$6,316.00
<b>Grant Period:</b>	03/01/2017 - 02/28/2018	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	05/29/2018	<b>Total Project Cost:</b>	\$31,581.00
<b>Program Fund:</b>	BC-Body-Worn Camera (BWC) Program		
<b>Grantee Name:</b>	Edinburg, City of		
<b>Project Title:</b>	Body-Worn Camera Program II		
<b>Grant Manager:</b>	Katelyn Marak		
<b>DUNS Number:</b>	140204509		

<b>CFDA:</b>	N/A
<b>Federal Awarding Agency:</b>	N/A - State Funds
<b>Federal Award Date:</b>	N/A - State Funds 2016-BC-ST-0020

**Federal/State Award ID Number:****Total Federal****Award/State Funds** \$10,000,000.00**Appropriated:****Pass Thru Entity Name:** Texas Office of the Governor – Criminal Justice Division (CJD)**Is the Award R&D:** No**Federal/State Award Description:**

Funds are used for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes.

## List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Body-Worn Camera Training: All officers who will be equipped with cameras purchased under the program must be trained before doing so in official duty and CJD cannot reimburse any costs until this training has occurred. Such training must comply with the requirements of Sec. 1701.656, Occupations Code, which requires that, prior to operating a body-worn camera program, the grantee must train the officers who will wear the cameras as well as any other personnel who will come into contact with the video and audio data obtained through the program.	1/26/2017		<input type="checkbox"/>	<input type="checkbox"/>
Body-Worn Camera TCOLE Report: Before a grantee may receive reimbursement funds under this grant, it must submit a report to the Texas Commission on Law Enforcement (TCOLE) specified by the Commission regarding program costs and basic law enforcement statistics. Grantees must also submit annual reports to TCOLE annually for the three years following the initial report.	1/26/2017		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Body-Worn Camera Policy: Before filing for a reimbursement under this grant, the grantee agency must adopt a policy for the use of body worn cameras that complies with the requirements of Sec. 1701.655, Occupations Code.	1/26/2017		<input type="checkbox"/>	<input type="checkbox"/>
Body-Worn Camera UCR Special Policy: The grantee may receive funding under this program only if it submits accurate Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) for the entirety of the project period of this grant. Failure to submit any such report may result in the freeze and/or revocation of any funds awarded under this grant.	1/26/2017		<input type="checkbox"/>	<input type="checkbox"/>
Revised Resolution: If the Authorized Official is designated by name on the resolution, recipients of funding are required to provide a revised resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using	2/7/2017		<input checked="" type="checkbox"/>	<input type="checkbox"/>

the 'Upload' function in the eGrants system. total project amount and cash match amount listed on resolution does not match application.				
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# CONTRACTUAL

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Rescinding the Interlocal Cooperation Agreement Approved on January 17, 2017 and Approve the Revised Interlocal Cooperation Agreement Between the County of Hidalgo Drainage District No. 1 and the City of Edinburg Concerning Certain Ditch Improvements to the Jackson Rd. Drainage Ditch and Authorizing the City Manager to Execute Agreement Relating Thereto. [Tomas D. Reyna, Director of Public Works]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City Council approved an Interlocal Cooperation Agreement between the County of Hidalgo Drainage District No. 1 and the City of Edinburg Concerning Certain Ditch Improvements to the Jackson Rd. Drainage Ditch on January 17, 2017.

City Staff met with all the entities identified above to discuss the Interlocal Agreement. Hidalgo County Drainage District made several changes to the agreement; they ran title reports on the said ditch and discovered a section of the ditch is dedicated to the City and a section to District, and once the project is complete the District will dedicate its section of the ditch to the City and are requesting amending the agreement.

**RECOMMENDATION:**

Approve Rescinding the Interlocal Cooperation Agreement Approved on January 17, 2017 and Approve the Interlocal Cooperation Agreement Between the County of Hidalgo Drainage District No. 1 and the City of Edinburg Concerning Certain Ditch Improvements to the Jackson Rd. Drainage Ditch and Authorizing the City Manager to Execute Agreement Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

/s/ Ricardo Palacios by CP

Ricardo Palacios

City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa

City Manager

/s/Ascencion Alonzo

Ascencion Alonzo

Director of Finance

/s/ Tomas Reyna

Tom Reyna

Director of Public  
Works

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**

**DISAPPROVED**

**TABLED**

**NO ACTION**

Richard Molina  
Councilmember

J. R.  
Betancourt  
Mayor Pro-  
Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember

STATE OF TEXAS           §

COUNTY OF HIDALGO    §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND  
CITY OF EDINBURG, TEXAS**

**THIS** Agreement is made on this the \_\_\_\_ day of , \_\_\_\_2017, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO.1** (hereinafter referred to as "District") and **CITY OF EDINBURG, TEXAS** (hereinafter referred to as "City"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City is a home municipality located in Hidalgo County, Texas; and

**WHEREAS**, City currently owns a drainage ditch known as the Jackson Drain Ditch, which is located within the City east of South Jackson Road between Jackson Road and Pin Oak Road which enters a section of the District's Ditch (hereinafter referred to as the "City's Ditch") as marked in the aerial photo attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Ditch is only currently serving the residents within the City of Edinburg subdivisions with drainage; and

**WHEREAS**, City desires the District to fully construct improvements to the Ditch, including but not limited to surveys, engineering, and construction; and

**WHEREAS**, City is requesting District's assistance in constructing the said improvements of the Ditch; and

**WHEREAS**, City will be providing the Project funding for materials only in the amount of Twenty One Thousand Seven Hundred Fifty Eight Dollars and Forty Eight Cents (\$21,758.48) to place a large section underground to allow maintenance on the north side of the City's Ditch and along the fences of the properties and will City maintain such ditch thereafter; and

**WHEREAS**, District desires to assist the City by constructing the said improvements to the ditch and transfer the triangular section of the ditch as shown in Exhibit "B"; and

**WHEREAS**, both parties have determined that the improvements will benefit the residents of City and District.

**NOW, THEREFORE**, District and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The District agrees to construct all aspects of ditch improvements, including but not limited to surveys, engineering and construction of the ditch in accordance with the plans attached hereto as Exhibit "C" and made a part hereof (hereinafter referred to as "Ditch Improvements").
2. City agrees to contribute a fixed lump sum not to exceed the amount of Twenty One Thousand Seven Hundred Fifty Eight Dollars and Forty Eight Cents (\$21,758.48), as set out in the attached estimate attached hereto as Exhibit "D", to District once the project is completed for the materials for Ditch Improvements upon receipt of invoice from District.
3. Upon completion of Ditch Improvements, City shall retain the ditch and maintain Ditch Improvements at City's sole cost and expense, including but not limited the District's right of way on both sides of the Ditch.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
5. The District agrees to transfer title to the triangular shaped tract as shown in Exhibit "B" after hereto & made a part hereof once city contribution under paragraph 2 of this agreement is paid in full.
6. **Term.** The term of this Agreement shall commence upon the date of the last party to execute this Agreement and shall continue until such time as this Agreement is terminated by either party. Either party may terminate this Agreement at any time and with or without cause after thirty (30) days written notice.
7. **Indemnification.** City shall protect, defend and hold District and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation an defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the negligent acts or omission of the City under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.
8. **Indemnification.** District shall protect, defend and hold City and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses,



suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the negligent acts or omission of the District under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

9. **City, pursuant to Tex. Trans . Code 251.012,** authorizes District to perform the work and services described herein within its corporate city limits.
10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
11. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and District and not otherwise.
13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:                      City of Edinburg  
   Richard H. Garcia, Mayor

415 W. University Drive  
Edinburg, TX. 78541

If to District: Hidalgo County Drainage District No.1  
Attention: Ramon Garcia, Chair, Board of Directors  
902 Doolittle Road  
Edinburg, TX 78539

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective elected officials, officers, employees, legal representatives, successors, and assigns where permitted by this Agreement.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
20. **Authority to Execute.** The execution and performance of this Agreement by the City and the District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and District in accordance with its term.
21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
22. **Immunities:** Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**HIDALGO COUNTY DRAINAGE  
DISTRICT NO.1**

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Ramon Garcia, Chair Board of Directors

**CITY OF EDINBURG, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Myra L. Garza, City Secretary

\_\_\_\_\_  
Richard Hinojosa, City Manager

**APPROVED AS TO FORM:**

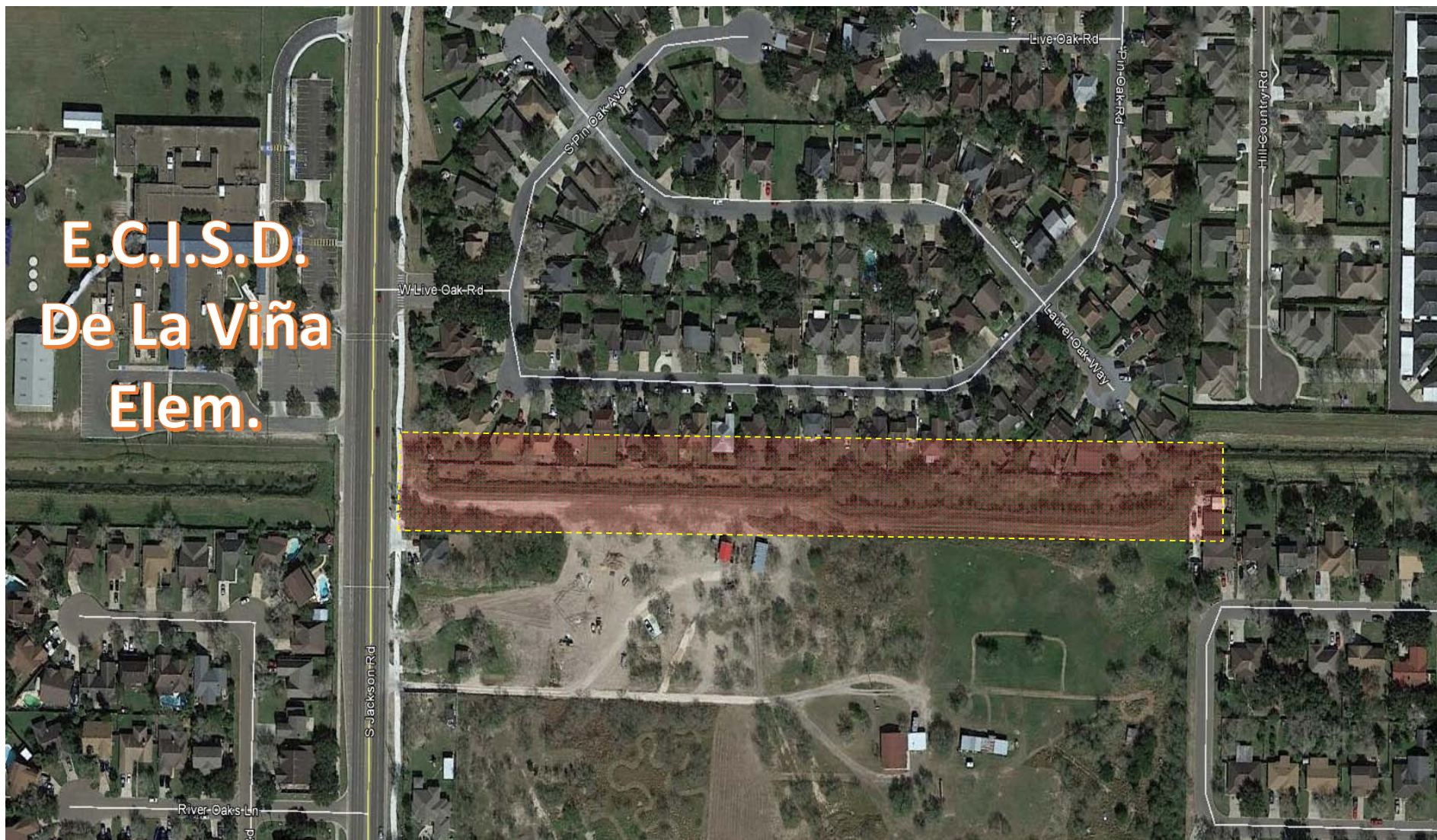
ATLAS, HALL & RODRIGUEZ, LLP

\_\_\_\_\_  
Stephen L. Crain

PALACIOS GARZA & THOMPSON P.C.

\_\_\_\_\_  
City Attorney

**EXHIBIT "A" OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO  
COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF EDINBURG, TEXAS**



# EXHIBIT "A"

## JACKSON RD. DRAIN DITCH



January 4, 2017

**EXHIBIT "B" OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO  
COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF EDINBURG, TEXAS**



# JACKSON DRAIN

Exhibit "B"



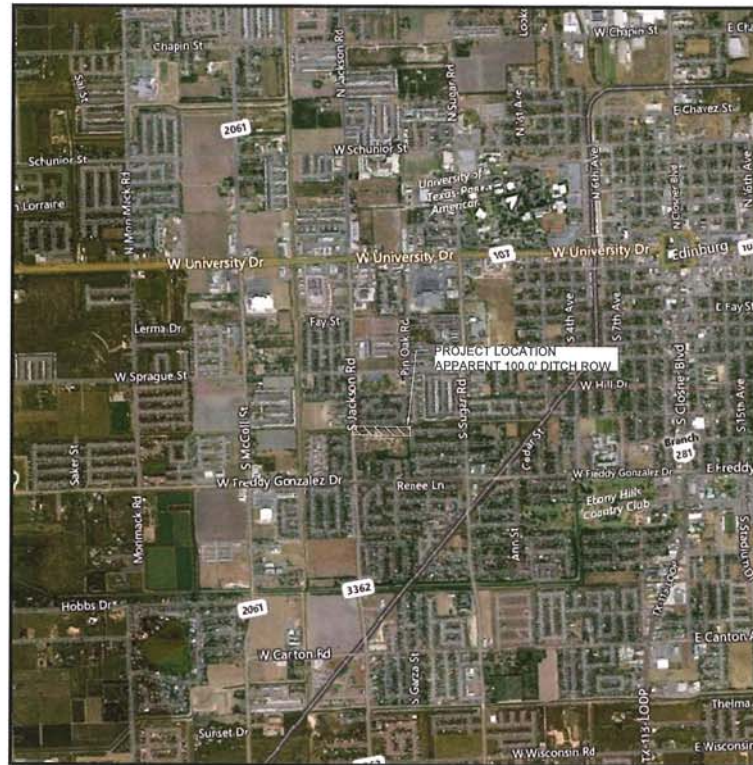
Google Earth

© 2016 Google  
© 2016





**COMMISSIONER JOSEPH PALACIOS**  
**BOARD MEMBER**



LOCATION MAP - SCALE: 1"=3000'

HIDALGO COUNTY DRAINAGE DISTRICT No. 1  
JACKSON DRAIN DITCH  
(JACKSON RD. TO PIN OAK RD.)



**RAUL E. SESIN, P.E., C.F.M.**  
HIDALGO COUNTY DRAINAGE DISTRICT No. 1  
GENERAL MANAGER  
HIDALGO COUNTY FLOODPLAIN  
ADMINISTRATOR



This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

JOSE N. SALDIVAR-P.E. No. 94076

# Exhibit "B"

## REVISIONS

DATE:	COMMENTS:



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### NO. DESCRIPTION

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#### PROPOSED CROSS SECTION

C3. PROP. CROSS SECTIONS

#### DETAIL SHEETS

C4 FIELD DRAIN DETAIL  
C5 TYPICAL DRAINAGE DETAILS

#### TXDOT STANDARD DETAILS

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SINGLE BOX CULVERTS PRECAST 5'-0" SPAN  
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BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD (BC 2)-13  
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HIDALGO COUNTY  
DRAINAGE DISTRICT No. 1

803 LOCUSTLE RD  
EDINBURG, TX 78542  
TEL: (956) 282-7980  
www.co.hidalgo.tx.us



JACKSON DRAIN DITCH IMPROVEMENTS

INDEX SHEET



This seal authenticates all the  
statements and documents of  
JOSE R. SALDANHA, P.E., No. 13681,  
in the State of TEXAS.

PLAN NEW SCALE: NTS

DRAWN BY: CP

CHECKED BY: N.S./E.Y.

TOPO SURVEY BY: EVSS

SHEET: G1

# **GENERAL NOTES:**

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1, AND CITY OF EDINBURG.
2. THE DRAINAGE DISTRICT SHALL BE RESPONSIBLE TO CONTACT MR. RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).
4. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
5. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
6. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION/ADJUSTION OF ANY CONFLICTING UTILITIES. THE RELOCATION/ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
7. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
8. THE CONTRACTOR SHALL PROVIDE ACCESS TO EXISTING RESIDENCES AT ALL TIMES.
9. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
10. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
11. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¼ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
12. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
13. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
14. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

15. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS-OF-WAY OF THE CITY, COUNTY, OR STATE.
16. DURING EXCAVATION OPERATIONS FOR DRAINAGE AND/OR UTILITIES, THE CONTRACTOR SHALL NOT PILE EXCAVATED MATERIAL OR EXCAVATE WITHIN THE DRIP LINE OF TREES THAT ARE TO BE PRESERVED.
17. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
18. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.
21. THE CONTRACTOR SHALL PROVIDE/MAINTAIN ADEQUATE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
22. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
23. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY IN PREPARATION OF PROPOSED IMPROVEMENTS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT DRAINAGE DISTRICT No 1. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY DRAINAGE DISTRICT No 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.
24. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.
25. THE CONTRACTOR SHALL BE RESPONSIBLE TO FOLLOW ALL T.C.E.Q. STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS AS PER SWP3 SHEETS AND AS STATED IN TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT (TPDES TXR150000, EFFECTIVE DATE MARCH 5, 2008), INCLUDING N.O.I. SUBMITTAL AND MS4 NOTIFICATION.

HIDALGO COUNTY  
DRAINAGE DISTRICT No. 1

9022 DOOLITTLE RD  
EDINBURG TX 78842  
TEL: (956) 292-7080  
www.co.hidalgo.tx.us



JACKSON DRAIN DITCH IMPROVEMENTS

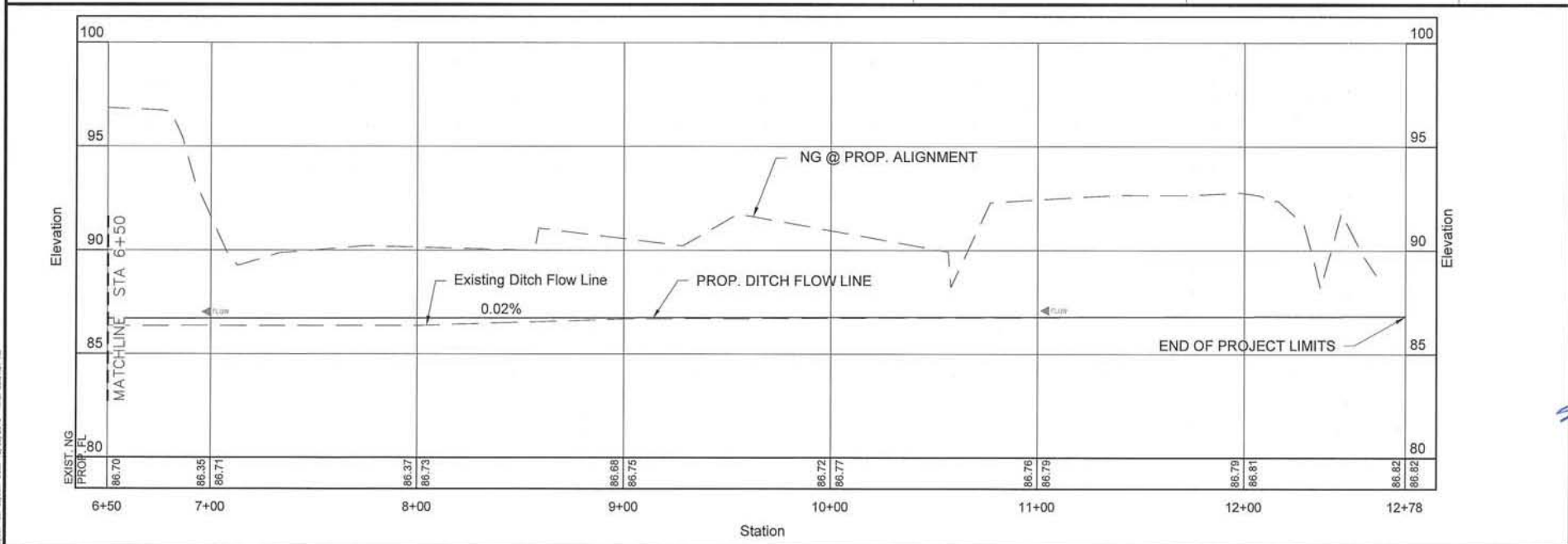
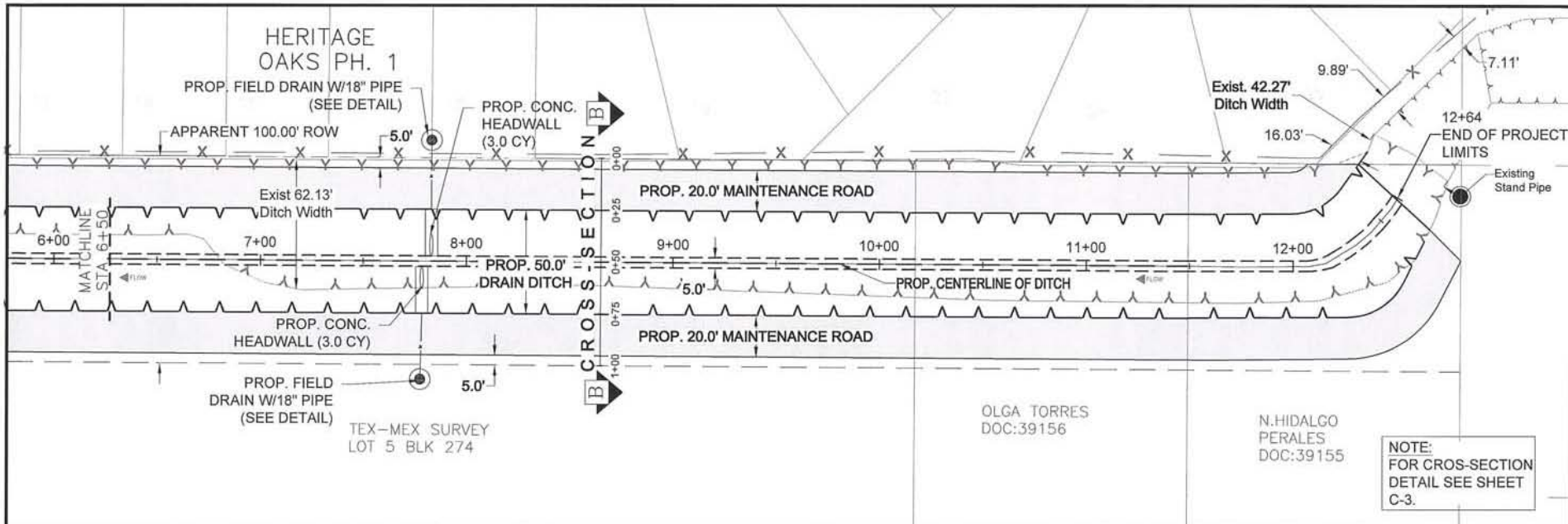
GENERAL NOTES



PLAN VIEW SCALE: NTS  
DRAWN BY: CP  
CHECKED BY: N.S.E.Y.  
TYPED SURVEY BY: EVSS  
SHEET: G2







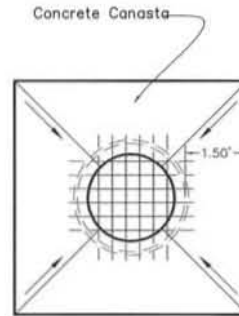
HIDALGO COUNTY  
 DRAINAGE DISTRICT No. 1  
 802 DOOLITTLE RD  
 EDINBURG TX 76542  
 TEL: (956) 262-1060  
 www.co.hidalgo.tx.us

JACKSON DRAIN DITCH IMPROVEMENTS  
 PROP. JACKSON DRAIN ALIGNMENT  
 STA 6+50-STA 12+78

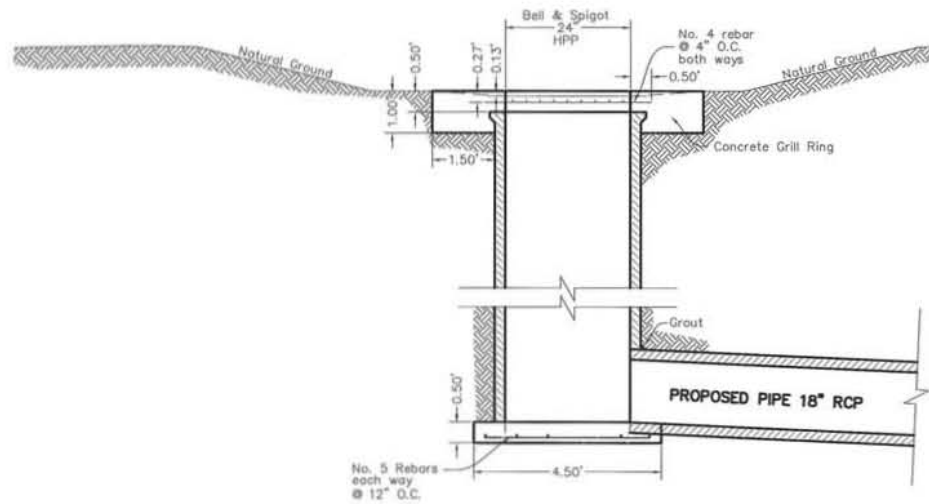
PLAN VIEW SCALE: 1"=50'

DRAWN BY: CP  
 CHECKED BY: N.S./E.Y.  
 TOPG SURVEY BY: E/SS  
 SHEET: C2





**Concrete Grate Canasta Detail**



**Concrete Pipe Drop Inlet**

HIDALGO COUNTY  
DRAINAGE DISTRICT No. 1

803 DOUGLITTLE RD  
EDINBURG, TX 78542  
TEL: (956) 292-7080  
WWW.CO.HIDALGO.TX.US



**JACKSON DRAIN DITCH IMPROVEMENTS**

**FIELD DRAIN TYPICAL DETAIL**



THE SEAL IS VALID FOR THE  
EXPIRATION DATE OF 12/31/2018  
OR THE NEXT RE-EXAMINATION DATE

PLAN VIEW SCALE: NTS

DRAWN BY: CP

CHECKED BY: N.S.E.Y.

TITLE SURVEY BY: EVSS

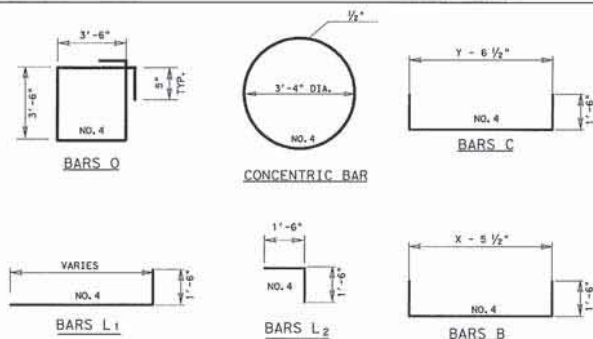
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## N.T.S.

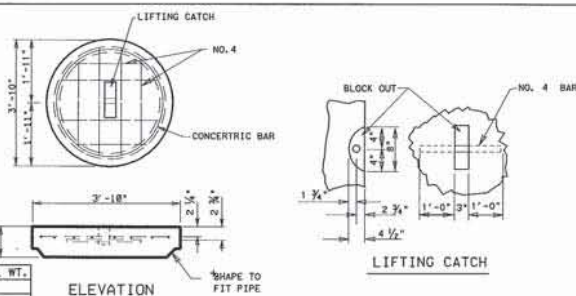
- NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.  
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.  
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.  
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



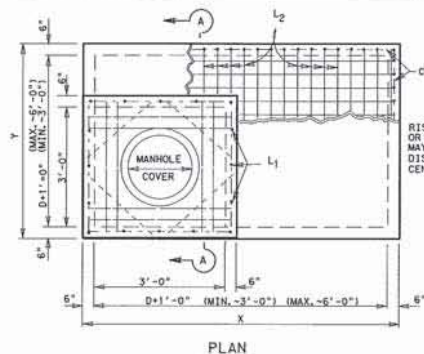


RING & COVER DETAILS (STEEL)  
(SUBSIDIARY)

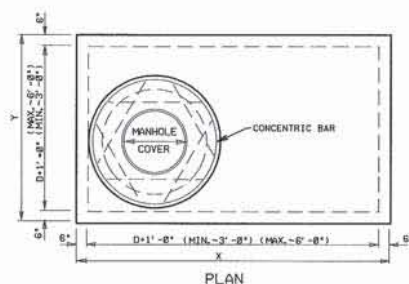
LID			RING			TOTAL WT.
"A"	"B"	WEIGHT	"C"	"D"	"H"	
25 1/2"	1"	125 lbs. (min)	24	32	5	185 lbs.
						310 lbs.



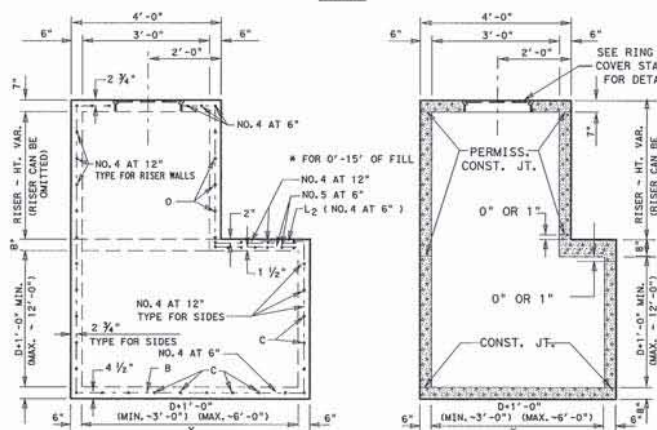
CONCRETE PIPE RISER COVER  
OPTIONAL PRECAST CONCRETE LIFT-OFF COVER  
(SUBSIDIARY)



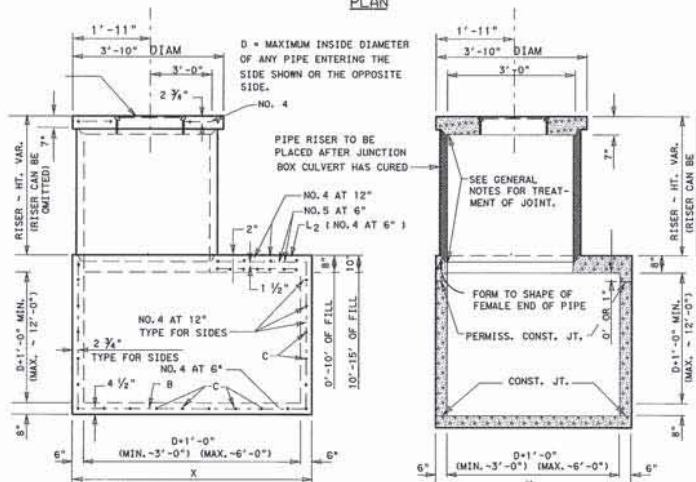
NOTE:  
RISER, EITHER CAST-IN-PLACE  
OR CONCRETE PIPE,  
MAY BE LOCATED IN ANY CORNER.  
DISTANCE TO ROAD IS FROM  
CENTER OF STRUCTURE.



PLAN



MANHOLE WITH CAST-IN-PLACE RISER



ELEVATION

SECTION B-B

OPTIONAL MANHOLE WITH PIPE RISER

#### GENERAL NOTES

UNLESS OTHERWISE SHOWN IN THE PLANS, PAYMENT WILL BE MADE FOR EACH MANHOLE OF THE TYPE M. EXPOSED EDGES SHALL BE CHAMFERED 3/4". ALTERNATE DESIGN DRAWINGS BEARING THE SEAL OF A REGISTERED PROFESSIONAL ENGINEER WILL BE ACCEPTABLE FOR PRECAST CONSTRUCTION OF MANHOLES.

SHOP DRAWINGS WILL NOT BE REQUIRED.

ALL MANHOLES LOCATED ON PAVED SURFACES WILL BE CONSTRUCTED WITH A COVER OF THE TYPE THAT WILL ENABLE IT TO BE BOLTED TO THE RING.

THE CONTRACTOR MAY WITH THE APPROVAL OF THE ENGINEER FURNISH MANHOLES OF EQUIVALENT STRUCTURAL DESIGN.

IN AREAS OF CONFLICT BETWEEN REINFORCING STEEL, BLOCK-OUTS, PIPES, ANCHOR BOLTS OR OTHER REINFORCING STEEL, THE REINFORCEMENT SHALL BE BENT OR ADJUSTED TO CLEAR AS DIRECTED BY THE ENGINEER.

THE RISER MAY BE CONSTRUCTED OF REINFORCED CONCRETE AS SHOWN OR OF REINFORCED CONCRETE PIPE, CLASS III, IN ACCORDANCE WITH ASTM DESIGNATION C-76. IF PIPE IS USED, JOINTS SHALL CONFORM TO THE ITEM "REINFORCED CONCRETE PIPE CULVERTS". PRECAST CONCRETE LIFT OFF COVER MAY BE SUBSTITUTED FOR "RING AND COVER".

CONNECTING PIPES SHOULD WITHIN 10 DEG. OF NORMAL TO INLET GRATE IF NECESSARY, PIPE ELBOW OR CURBED APPROACH ALIGNMENT SHOULD BE USED TO STAY WITHIN THIS LIMIT.



PIPES MAY ENTER ALL WALLS. THE MAXIMUM LENGTH OF PIPE THAT CAN BE ACCOMMODATED IS 60". MORE THAN ONE PIPE MAY ENTER A SIDE SUBJECT TO THE MAXIMUM BOX DIMENSIONS SHOWN. THE CLEAR DISTANCE BETWEEN ADJACENT PIPES SHOULD BE 9" MINIMUM.

TXDOT 2004

PHARR DISTRICT STANDARD



TEXAS DEPARTMENT OF TRANSPORTATION

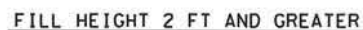
TYPE "M"  
MANHOLE  
(JUNCTION BOX WITH ACCESS)

REV.	08/13	MANHOLE2.DGN
DATE	PROJECT NO.	FILE NO.
6		
STATE	COUNTY	CONTRACT
TEXAS	21	

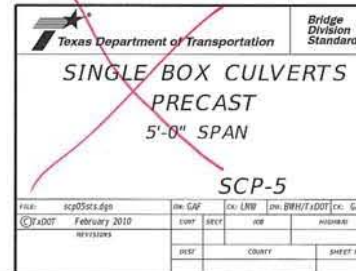


DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_

⑤



HL93 LOADING



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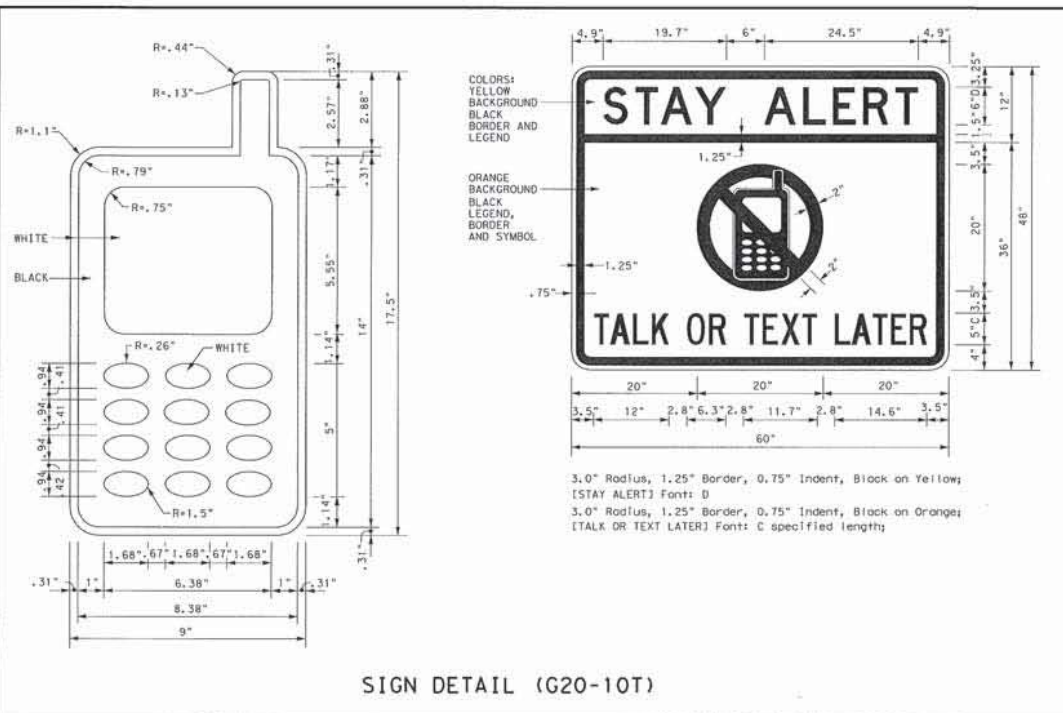
DATE: FILE:

# BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

- The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
- The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
- The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
- Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
- When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
- The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
- The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
- As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
- Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
- The Engineer has the final decision on the location of all traffic control devices.
- Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

## WORKER SAFETY APPAREL NOTES:

- Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation  
Traffic Operations Division - TE  
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT <a href="http://www.txdot.gov">http://www.txdot.gov</a>	
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)	
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)	
MATERIAL PRODUCER LIST (MPL)	
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"	
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)	
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)	
TRAFFIC ENGINEERING STANDARD SHEETS	

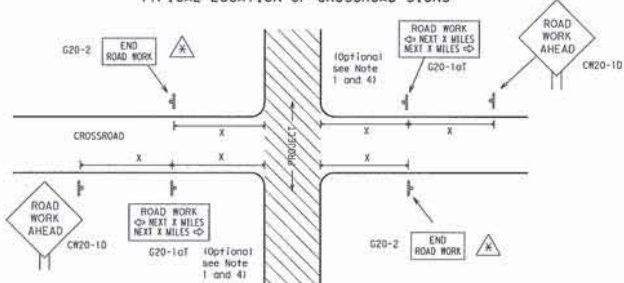
SHEET 1 OF 12

		Traffic Operations Division Standard	
<b>BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS</b>			
<b>BC(1)-14</b>			
FILED: bc-14.dgn	DATE: 11/01/2002	BY: TxDOT	CHK: TxDOT
PROJECT: 4-03 5-10 8-14	REVISIONS: 9-07 7-13	JOB: HIGHWAY	SHEET NO.



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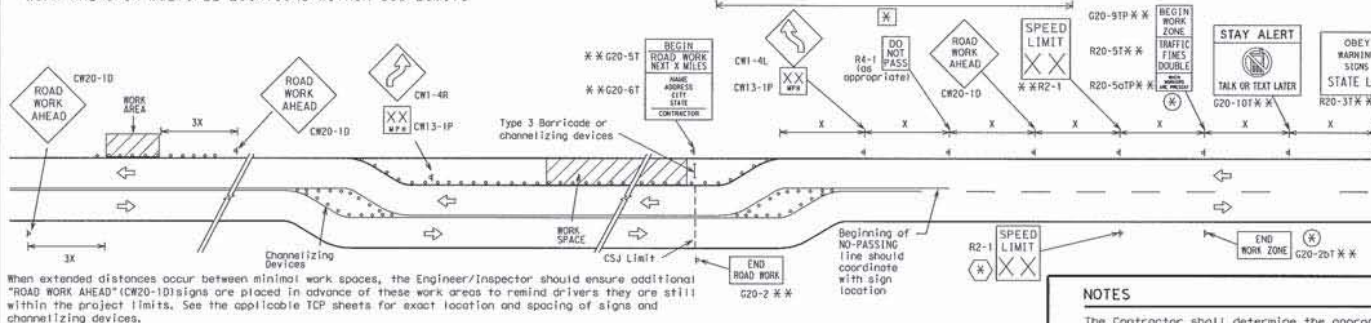
# TYPICAL LOCATION OF CROSSROAD SIGNS



▲ May be mounted on back of "ROAD WORK AHEAD" (CW20-10) sign with approval of Engineer. (See note 2 below)

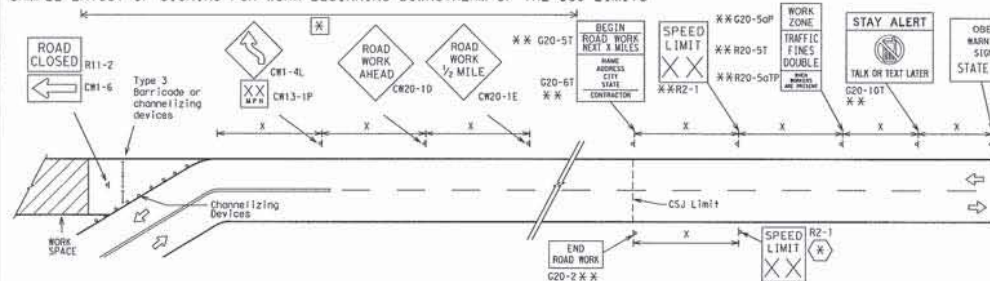
- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-10) sign and a "ROAD WORK NEXT X MILES" (G20-2) sign, unless noted otherwise in plans.
- The Engineer may use the reduced size 36" x 36" "ROAD WORK AHEAD" (CW20-10) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
- Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
- The "ROAD WORK NEXT X MILES" (G20-1a) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
- Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
- When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

## WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

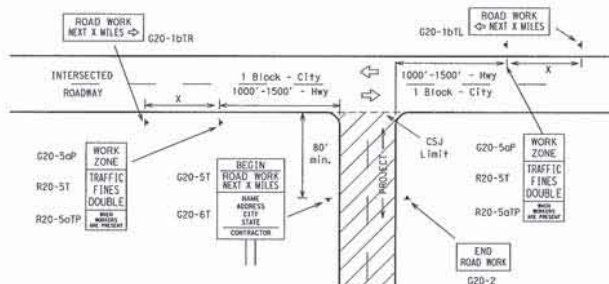


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-10) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

## SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



# T-INTERSECTION



## CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

# TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING<sup>15.6</sup>

Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed	Sign Spacing "X"
CW20 <sup>4</sup>			MPH	Feet (Approx.)
CW21	48" x 48"	48" x 48"	30	120
CW22			35	160
CW23			40	240
CW25			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500 <sup>2</sup>
			60	600 <sup>2</sup>
			65	700 <sup>2</sup>
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	70	800 <sup>2</sup>
			75	900 <sup>2</sup>
			80	1000 <sup>2</sup>
			*	* 3

\* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

▲ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

## GENERAL NOTES

- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-10) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

## LEGEND

—	Type 3 Barricade
○ ○ ○	Channelizing Devices
▲	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

## BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

FILED	bc-14.dgn	REV	TxDOT	CHK	TxDOT	DATE	TxDOT
DATE	November 2002	CONT	SSCI	JOB	REVISION		
9-07	8-14						
7-13							

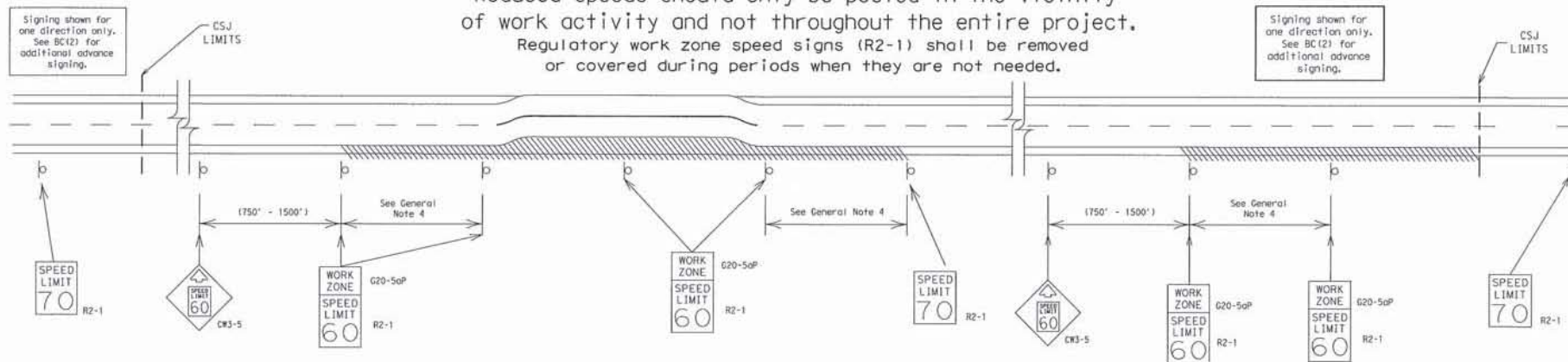
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DATE: FILE:

## TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



### GUIDANCE FOR USE:

#### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
- b) substantial alteration of roadway geometrics (diversions)
- c) construction detours
- d) grade
- e) width
- f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

#### SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

### GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
  - 40 mph and greater 0.2 to 2 miles
  - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
  - A. Law enforcement.
  - B. Flagger stationed next to sign.
  - C. Portable changeable message sign (PCMS).
  - D. Low-power (drone) radar transmitter.
  - E. Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

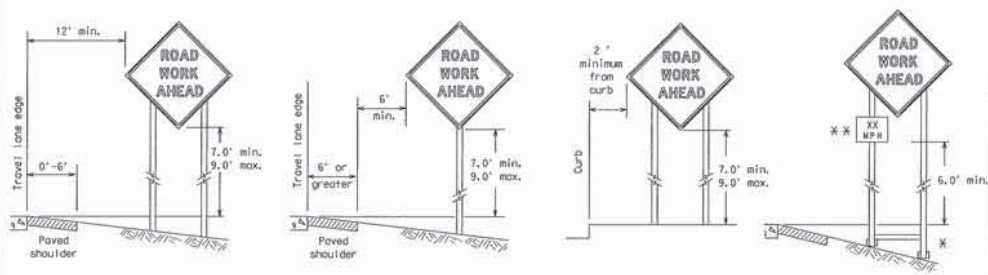
SHEET 3 OF 12

		Traffic Operations Division Standard	
<b>BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT</b>			
<b>BC(3) - 14</b>			
FILE: bc-14.dgn	BY: TxDOT	CHK: TxDOT	DATE: TxDOT
9-07 6-14	DATE: November 2002	DATE: 7-13	DATE: 7-13
DIST:	COUNTY:	SHEET NO.	



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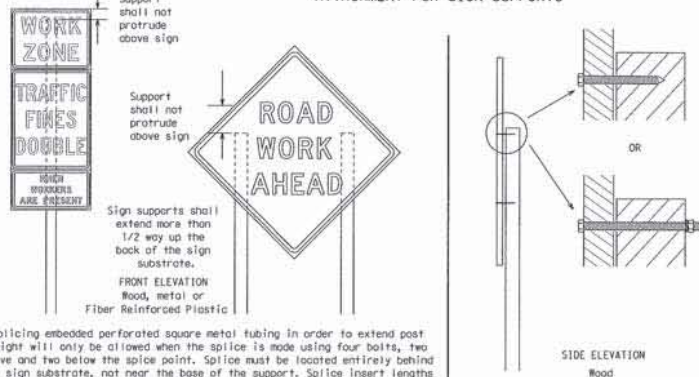
# TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



\* When placing skid supports on uneven ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

\*\* When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

## ATTACHMENT FOR SIGN SUPPORTS

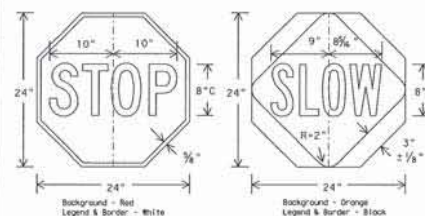


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

## STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflective.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



## CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMQ Standards sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMQ Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC Sheets or the CRITCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMQ Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

## GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
  2. Wooden sign posts shall be painted white.
  3. Barricades shall NOT be used as sign supports.
  4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
  5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
  6. The Contractor shall furnish signs listed in the "Temporary Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
  7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
  8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
  9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.
- DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)**
1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
  - a. Long-term stationary - work that occupies a location more than 3 days.
  - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
  - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
  - d. Short, duration - work that occupies a location up to 1 hour.
  - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

## SIGN MOUNTING HEIGHT

1. The bottom of Long-Term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-Term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signage.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-Term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

## SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

## SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CRITCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weaves.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

## REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B<sub>1</sub> or Type C<sub>1</sub>, shall be used for rigid signs with orange backgrounds.

## SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

## REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor studs shall be removed and holes backfilled upon completion of work.

## SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CRITCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

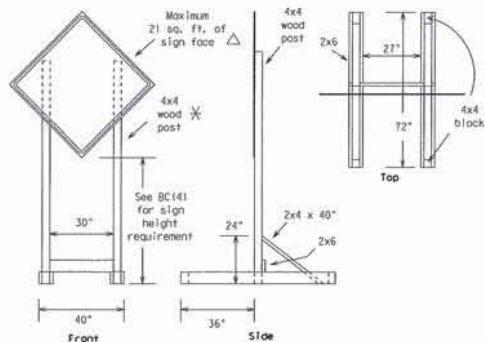
## FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

SHEET 4 OF 12

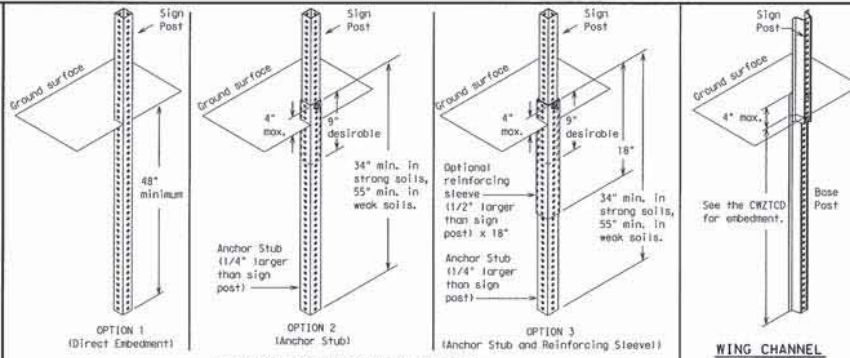
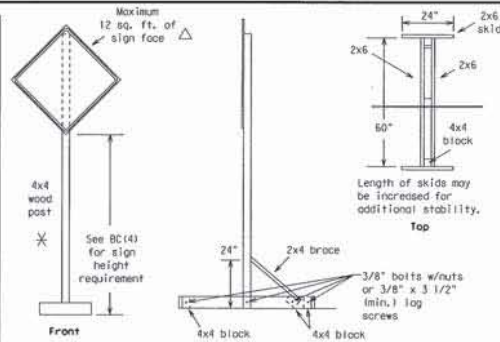
		<p>Traffic Operations Division Standard</p>	
<p><b>BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES</b></p>			
<p><b>BC(4) - 14</b></p>			
<p>FILE: DO-14.dgn</p> <p>11/01/2002</p> <p>9-07 8-14</p> <p>7-13</p>	<p>REV: TxDOT</p> <p>CONT: SECT</p> <p>DIST: COUNTY</p>	<p>REV: TxDOT</p> <p>JOB: HIGHWAY</p> <p>SHEET NO.</p>	<p>REV: TxDOT</p> <p>DATE: 11/01/2002</p> <p>7-13</p>

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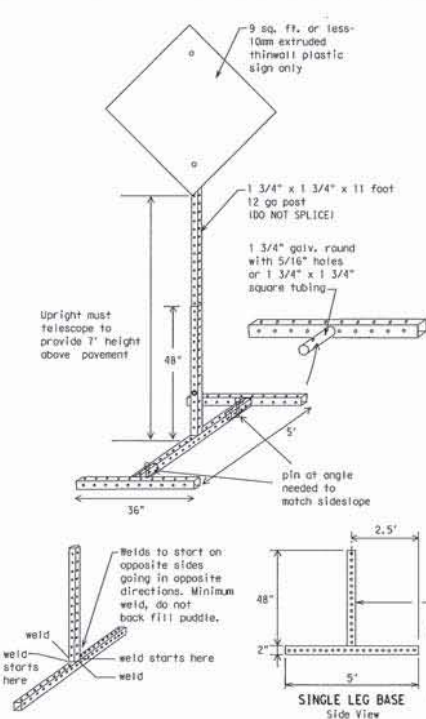
### SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

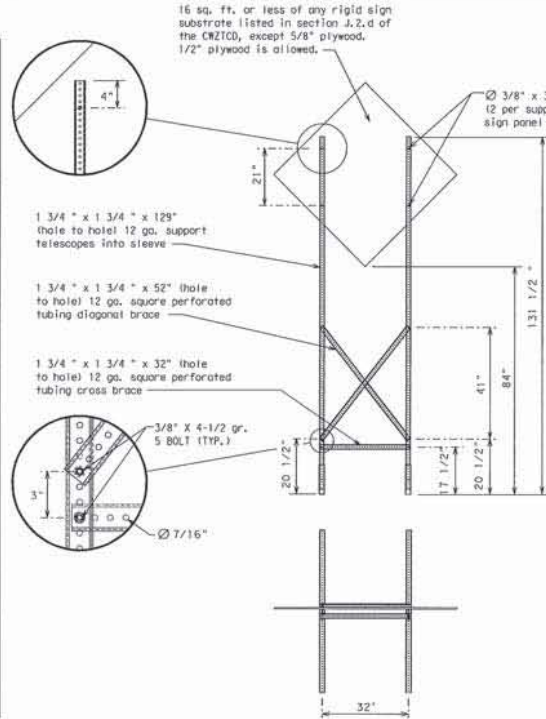


### PERFORATED SQUARE METAL TUBING GROUND MOUNTED SIGN SUPPORTS

Refer to the CRZTCO and the manufacturer's installation procedure for each type sign support.  
The maximum sign square footage shall adhere to the manufacturer's recommendation.  
Two post installations can be used for larger signs.



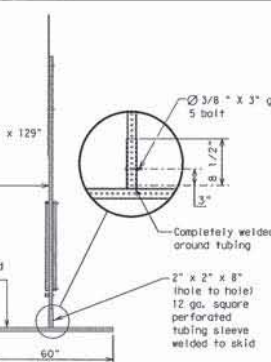
### SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Holes Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

### WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



### WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

### OTHER DESIGNS

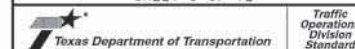
MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CRZTCO LIST. SEE BC(1) FOR WEBSITE LOCATION.

### GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CRZTCO List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

- See BC(4) for definition of "Work Duration."
- ✕ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- △ See the CRZTCO for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



### BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 14

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DATE: FILE:

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

#### PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMCB.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (1/2) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCESS RD	Major	MAJ
Alternate	ALT	Mile	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MIN
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Canal	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPRT	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FRWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DNTN
Hazardous Driving	HAZ DRIVING	Traffic	TAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy Vehicle	HOV	Tuesday	TUES
Highway	Hwy	Time Minutes	TIME MIN
Hour(s)	HR, HRS	Upper Level	UPR LEVEL
Information	INFO	Vehicles (s)	VEH, VEHs
It Is	ITS	Water	WTR
Junction	JCT	Wednesday	WED
Left	LFT	Weight Limit	WT LIMT
Left Lane	LFT LN	West	W
Lane Closed	LN CLOSED	Westbound	(route) W
Lower Level	LRV LEVEL	West Payment	WET PMT
No Entrance	NENT	Will Not	WONT

roadway designation # IH-number, US-number, SH-number, FM-number

## RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

### Phase 1: Condition Lists

#### Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

#### Other Condition List

ROADWORK XXX FT
FLAGGER XXXX FT
RIGHT LN NARROWS XXXX FT
MERGING TRAFFIC XXXX FT
LOOSE GRAVEL XXXX FT
DETOUR X MILE
ROADWORK PAST SH XXXX
BUMP XXXX FT
TRAFFIC SIGNAL XXXX FT

\* LANES SHIFT in Phase 1 must be used with STAT IN LANE in Phase 2.

### Phase 2: Possible Component Lists

#### Action to Take/Effect on Travel List

MERGE RIGHT
DETOUR NEXT X EXITS
USE EXIT XXX
STAY ON US XXX SOUTH
TRUCKS USE US XXX N
WATCH FOR TRUCKS
EXPECT DELAYS
PREPARE TO STOP
REDUCE SPEED XXX FT
USE OTHER ROUTES
STAY IN LANE

#### Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX
XXXXXXXX TO XXXXXXX
US XXX TO FM XXXX

#### Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

#### \*\* Advance Notice List

TUE-FRI XX AM-X PM
APR XX-X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM-XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM-XX AM

\*\* See Application Guidelines Note 6.

#### APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase for both should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

#### WORDING ALTERNATIVES

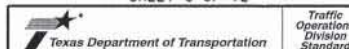
- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

#### FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol" (W20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(17), for the same size arrow.

SHEET 6 OF 12



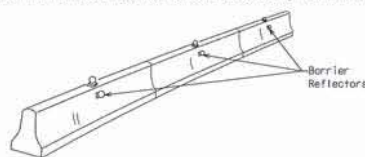
Traffic Operations Division Standard

## BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC (6) - 14

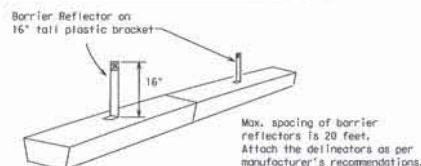
FILE: bc-14.dgn	DATE: 11/01/02	BY: TxDOT	CHK: TxDOT	DATE: 11/01/02	CHK: TxDOT
© TxDOT November 2002	CONTRACT	SECTION	JOB	HIGHWAY	
REVISIONS	DATE	DESCRIPTION	COUNTY	SHEET NO.	
9-07 8-14	7-13				

- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMDOT. The cost of the reflectors shall be considered subsidiary to Item 512.



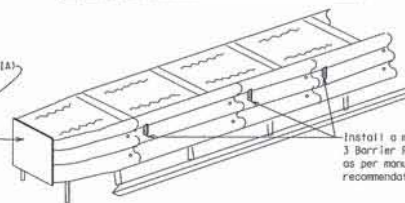
CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (81-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

See D & EM IV(A)



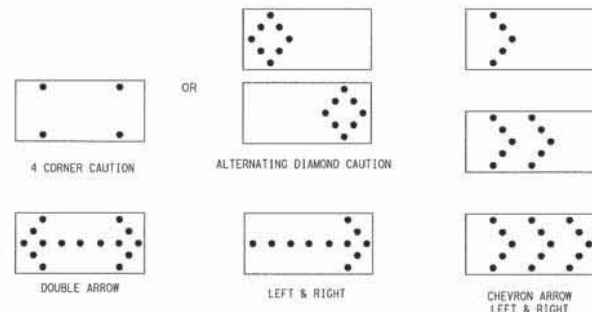
DELINEATION OF END TREATMENTS

#### END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CRWTC List for approved end treatments and manufacturers.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PDM may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

## BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

### WARNING LIGHTS

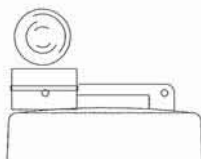
- Warning lights shall meet the requirements of the TMDOT.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B<sub>1</sub> or C<sub>1</sub> sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

### WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

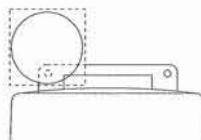
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

### WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CRWTC.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

**ATTENTION**  
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

## FLASHING ARROW BOARDS

SHEET 7 OF 12

### TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
- Refer to the CRWTC for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CRWTC for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on an extended distance from the TMA.

Texas Department of Transportation		Traffic Operations Division Standard	
<b>BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS &amp; ATTENUATOR</b>			
<b>BC(7)-14</b>			
FILE: 06-14,001	DATE: 10/01	BY: 10/01	CHK: 10/01
© TxDOT November 2002	CONT: SECT	JOB	REVISION
9-07 8-14 7-13	REVISION	COUNTY	SHEET NO.



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## GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

## GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

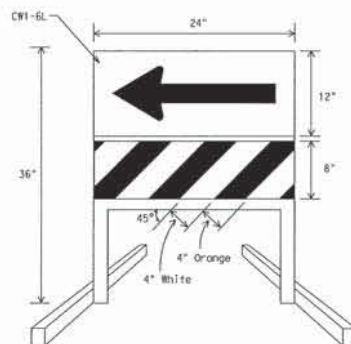
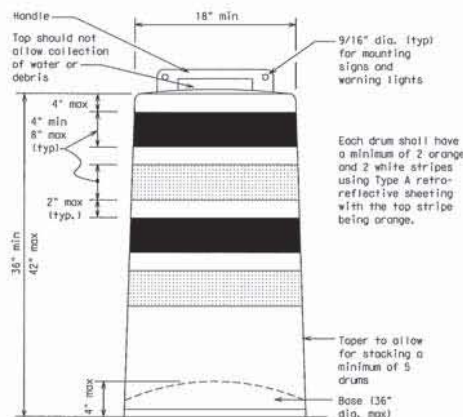
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit body installed on base shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-retroreflective space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a maximum unballasted weight of 11 lbs.
- Drum and base shall be marked with manufacturer's name and model number.

## RETROREFLECTIVE SHEETING

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Department Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

## BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs. (minimum) and 50 lbs. (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral drum rubber base or a solid rubber base.
- Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

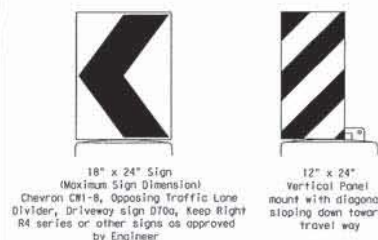


## DIRECTION INDICATOR BARRICADE

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CWI-6) sign in the size shown with a black arrow on a background of Type B<sub>PL</sub> or Type C<sub>PL</sub> Orange retroreflective sheeting above a roll with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast must be as approved by the manufacturers' instructions.

## DETECTABLE PEDESTRIAN BARRICADES

- When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
- Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
- Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
- Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
- Warning lights shall not be attached to detectable pedestrian barricades.
- Detectable pedestrian barricades may use 8" nominal barricade rolls as shown on BC(10) provided that the top roll provides a smooth continuous roll suitable for hand trailing with no splinters, burrs, or sharp edges.

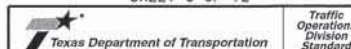


Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

## SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type B<sub>PL</sub> or Type C<sub>PL</sub> Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12



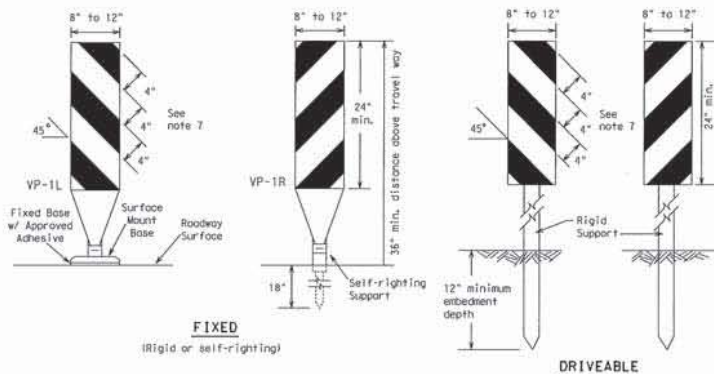
## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

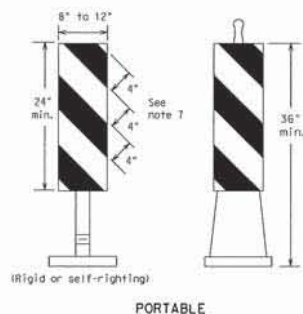
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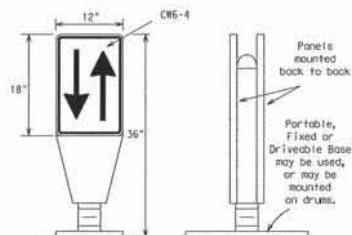
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- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of outs adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

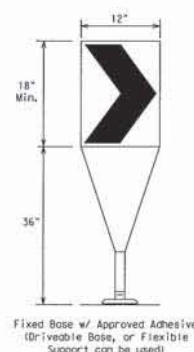


### VERTICAL PANELS (VP's)



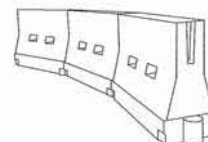
### OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPS.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPS placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B<sub>II</sub> or Type C<sub>II</sub> conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B<sub>II</sub> or Type C<sub>II</sub> conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on topers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

### CHEVRONS



### LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(1) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

### WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to the point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous deformable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

### HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

### GENERAL NOTES

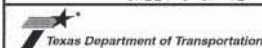
- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed K	Formula	Minimum Desirable Taper Lengths K		Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS <sup>2</sup> / 60	150'	165'	30'	60'
35		205'	225'	35'	70'
40	L = WS	265'	295'	40'	80'
45		450'	495'	45'	90'
50	L = WS	500'	550'	50'	100'
55		550'	605'	55'	110'
60		600'	660'	60'	120'
65		650'	715'	65'	130'
70		700'	770'	70'	140'
75		750'	825'	75'	150'
80		800'	880'	80'	160'

W=Width of Offset (FT.)  
S=Posted Speed (MPH)

### SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



Traffic  
Operations  
Division  
Standard

### BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) - 14

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96	02-14, dgm	DATE	10/01	BY	10/01	DATE	10/01	BY	10/01
97	02-14, dgm	DATE	10/01	BY	10/01	DATE	10/01	BY	10/01
98	02-14, dgm	DATE	10/01	BY	10/01	DATE	10/01	BY	10/01
99	02-14, dgm	DATE	10/01	BY	10/01	DATE	10/01	BY	10/01
100	02-14, dgm	DATE	10/01	BY	10/01	DATE	10/01	BY	10/01



DATE: \_\_\_\_\_  
PAGE: \_\_\_\_\_

1. Refer to the Collant Work Zone Traffic Control Devices List (ICN2012) for details of the use of Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction zone and be closed to traffic in the direction of travel.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may be used to indicate both directions of travel. Barricades with stripes, where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. On the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos shall be 12 inches.
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where Barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that would create a tripping hazard. Sandbags filled with gravel, Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon impact. Sandbags shall be used to support the weight of the device used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sandbags shall be used in accordance with the use of a conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

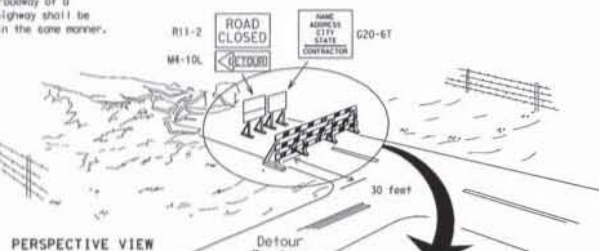
Figure 1 is a schematic diagram of the test specimen. It shows a cross-section of a three-layered structure. The top and bottom layers are labeled "Stiffener" and the middle layer is labeled "Flat coil". The total height is 48 mm, with the stiffener layers being 20 mm thick each. The flat coil layer is 8 mm thick. The width is labeled "d' min, d' max".

Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

The diagram illustrates the layout of a stockpile with the following components and annotations:

- Stockpile:** A central oval shape labeled "STOCKPILE".
- Drums:** Two circular drums are shown, one on each side of the stockpile. They are labeled "Alternate" and "Approx. 50'".
- Barricades:** Two circular barricades are shown, one on each side of the stockpile. They are labeled "Alternate" and "Approx. 50'".
- Drum/Barricade Spacing:** A dimension line above the drums indicates "Drums, vertical panels or 42" cones at 50' maximum spacing".
- Drum/Barricade Details:**
  - Top drums/barricades show a vertical panel or cone.
  - Bottom drums/barricades show two circular panels.
- Annotations:**
  - "Min. 2 drums or 1 Type 3 barricade" (pointing to the top drums/barricades).
  - "On one-way roads downstream drums or barricade may be omitted here" (pointing to the bottom drums/barricades).
  - "Desirable stockpile location is outside clear zone." (pointing to the stockpile).
  - "Channelizing devices parallel to traffic should be used when stockpile is within 30' from travel lane." (pointing to the stockpile).
- Travel Lane:** A horizontal line at the bottom with arrows indicating traffic flow.

Each roadway of a divided highway shall be barricaded in the same manner.

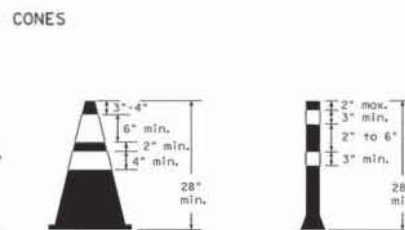


The three rolls on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

Barricade striping should slant downward in the direction of detour.

1. Signs should be mounted on independent supports of a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

### Two-Piece cones



One-Piece cones

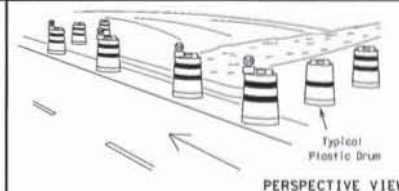


## Tubular Marker

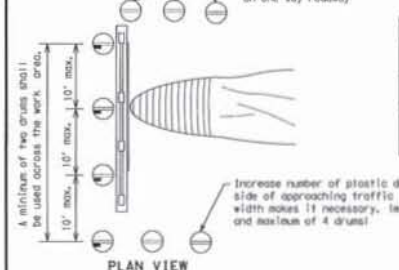
28\* Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in moving and stacking cones.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DG-8300 Type A.
5. 24" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined in SC241. These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



### PERSPECTIVE VIEW



Increase number of plastic d  
side of approaching traffic  
width makes it necessary. 1e  
and maximum of 4 drums

## CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

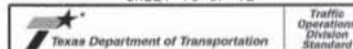
THIS DEVICE SHALL NOT BE USED ON  
PROJECTS LET AFTER MARCH 2014.



EDGE LINE  
CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or work of objects.
3. This device is based on a 42 inch, free-face cone with an alternate color pattern: four alternating retroreflective bands, with or without a 2 inch gap between bands. The color of the band should correspond to the color of the edge line (yellow for left edge line, white for right edge line) for which the device is substituted or for which it supplements. The retroreflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification ENR-8305, unless otherwise noted.
4. The base mat weigh a minimum of 30 lbs.

SHEET 10 OF 12



## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) - 14

File:	00-14.dgn	no Tx001	no Tx001	no Tx001	no Tx001
1 Tx001	November 2002	cont	tbl 1	job	summary
	REVISIONS				
9-07	8-14				
7-13		0151	020479	040518	

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DATE:  
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## WORK ZONE PAVEMENT MARKINGS

### GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings. In accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet R215TPM.
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

### RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(112).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

### PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (fall back) shall meet the requirements of DMS-8242.

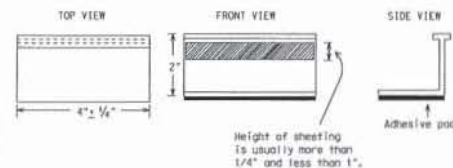
### MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by form 593.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

### REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

## Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
  - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
  - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet R215TPM for tab placement on new pavements. See Standard Sheet TCP17-11 for tab placement on seal coat work.

### RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material not applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:

YELLOW - two amber reflective surfaces with yellow body.  
WHITE - one silver reflective surface with white body.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(11).

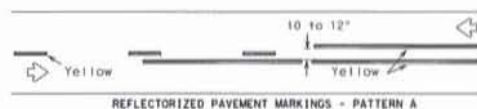
SHEET 11 OF 12

		Traffic Operations Division Standard	
<b>BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS</b>			
<b>BC(11)-14</b>			
FILED: 02-14, 09n TxDOT February 1996 REVISED: 2-98 9-01 1-02 7-13 11-02 8-16	0m TxDOT 0.001 0.011 0.011 0.011 0.011 0.011	0m TxDOT 0.001 0.011 0.011 0.011 0.011 0.011	0m TxDOT 0.001 0.011 0.011 0.011 0.011 0.011
0.011 0.011 0.011 0.011 0.011 0.011		0.011 0.011 0.011 0.011 0.011 0.011	

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DATE: FILE:

## PAVEMENT MARKING PATTERNS



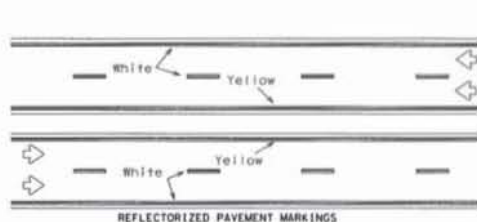
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

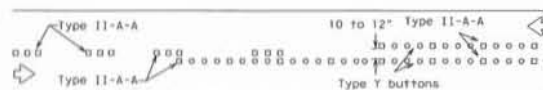
Pattern A is the T300T Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

## CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS

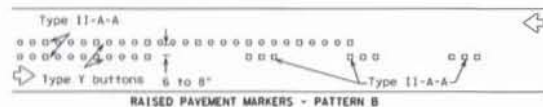


REFLECTORIZED PAVEMENT MARKINGS

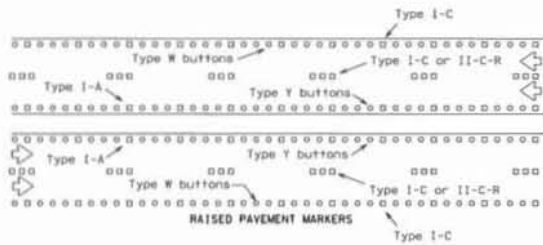
Prefabricated markings may be substituted for reflectorized pavement markings.



RAISED PAVEMENT MARKERS - PATTERN A

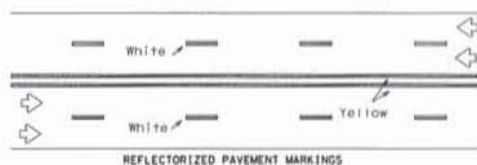


RAISED PAVEMENT MARKERS - PATTERN B



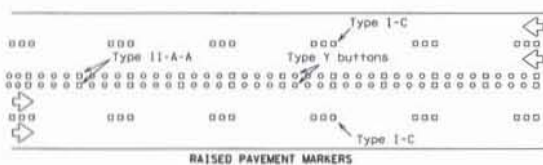
RAISED PAVEMENT MARKERS

## EDGE & LANE LINES FOR DIVIDED HIGHWAY



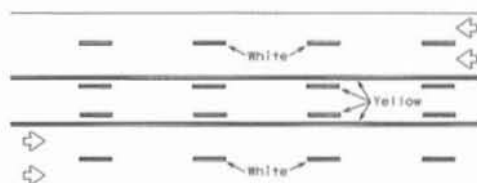
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



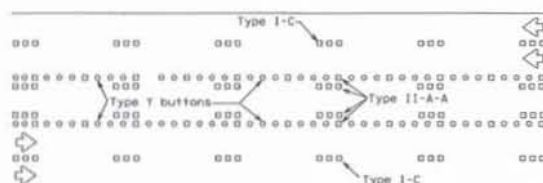
RAISED PAVEMENT MARKERS

## LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

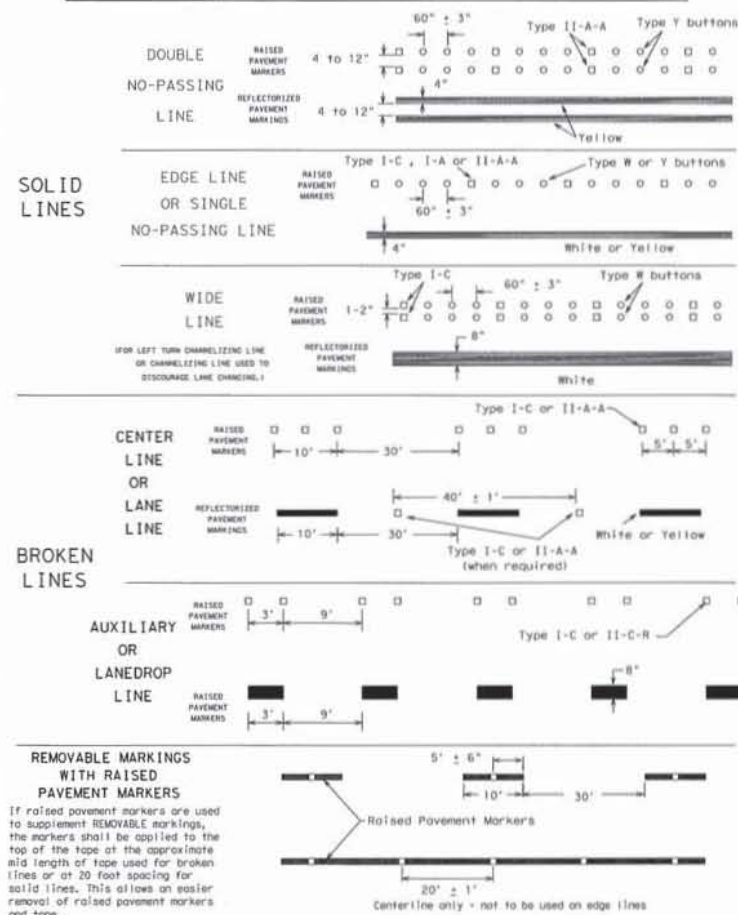
Prefabricated markings may be substituted for reflectorized pavement markings.



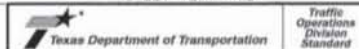
RAISED PAVEMENT MARKERS

## TWO-WAY LEFT TURN LANE

## STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



SHEET 12 OF 12



## BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

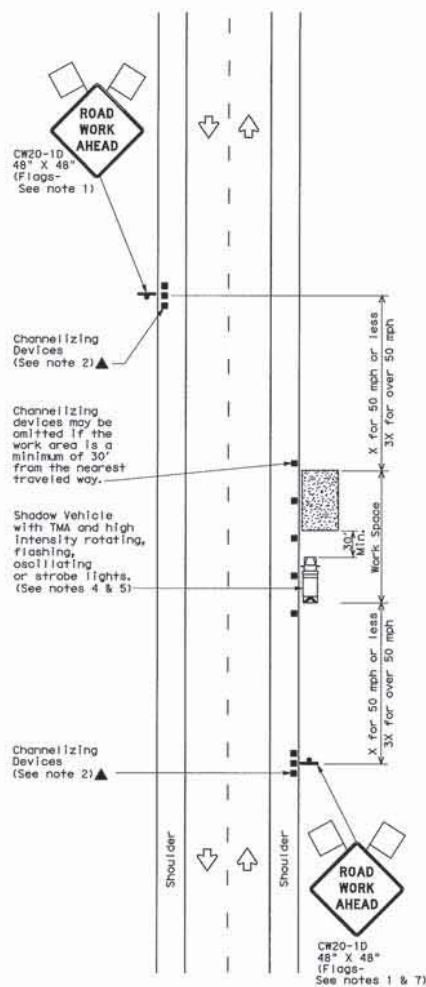
FILED: 02-14, 0pm	REV: 1-01/07	CON: 1-01/07	REV: 1-01/07	CON: 1-01/07
1-07 9-07	2-00 7-13	11-07 8-14		

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."



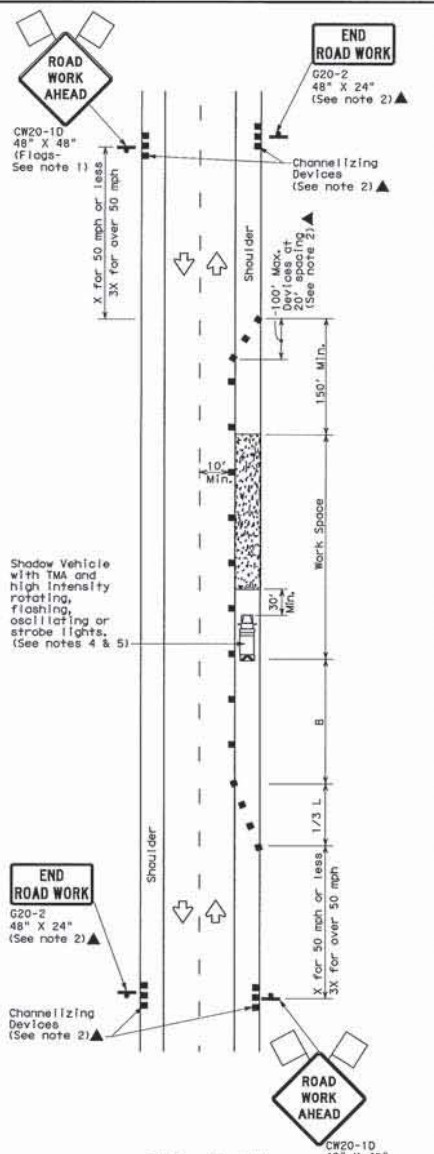
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation or its employees for the results or damages resulting from the use of this standard.

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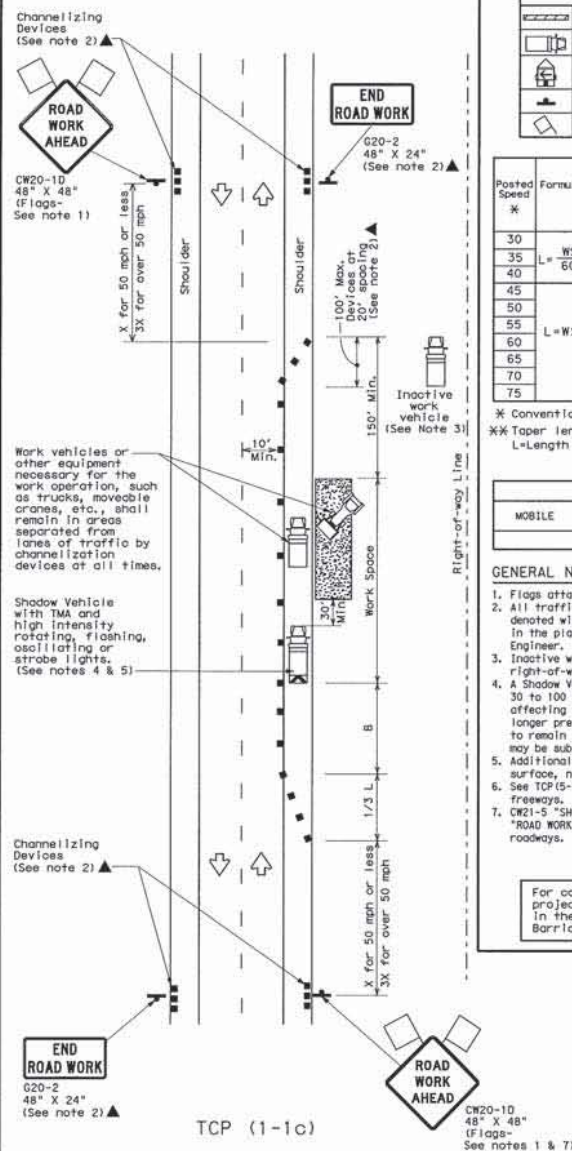
TCP (1-1a)

WORK SPACE NEAR SHOULDER  
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER  
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER  
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed	Formula	Minimum Desirable Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing Distance	Suggested Longitudinal Buffer Space
30	$L = \frac{WS^2}{60}$	10' Offset	On a Taper	120'	90'
35		11' Offset	On a Tangent	120'	120'
40		12' Offset	On a Tangent	120'	155'
45			On a Tangent	120'	195'
50			On a Tangent	120'	240'
55			On a Tangent	120'	295'
60			On a Tangent	120'	350'
65			On a Tangent	120'	410'
70			On a Tangent	120'	475'
75			On a Tangent	120'	540'

\* Conventional Roads Only  
\*\* Taper lengths have been rounded off.  
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

#### GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

### TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

© TXDOT December 1985	REVISED	REVISED	REVISED	REVISED
2-94	2-12			
1-97				
4-98				
151				

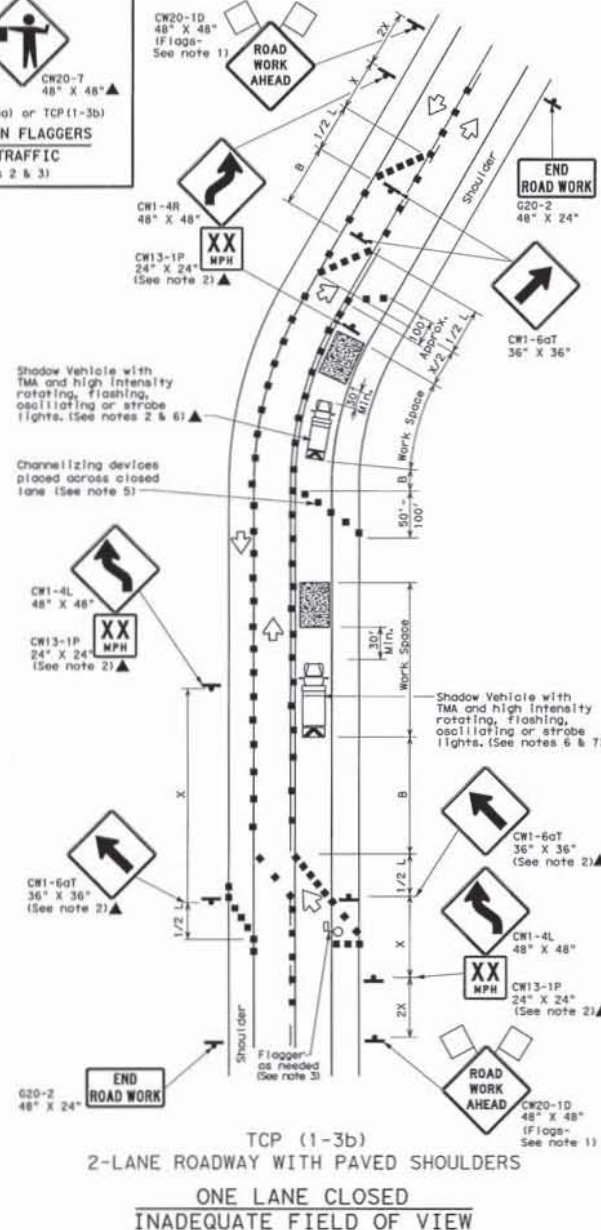
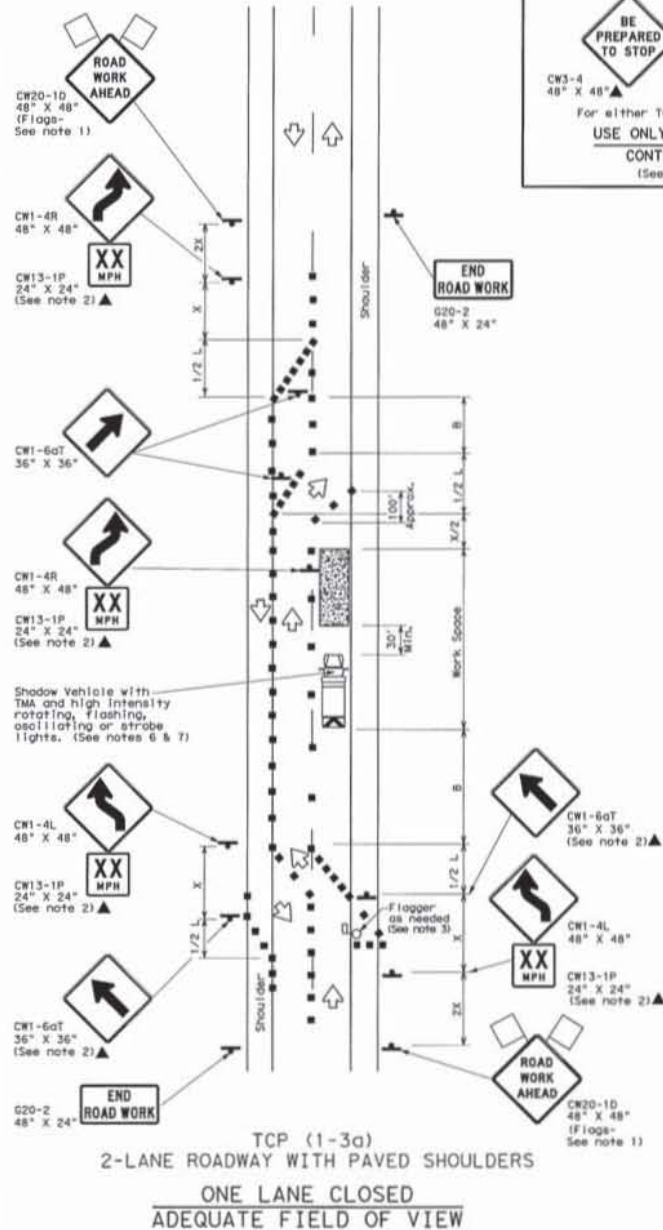
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4-90	2-12			
2-94				
1-97		0107	000001	
4-98				SHEED ROL.
15.2				



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DATE: FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed W	Formula	Minimum Desirable Taper Lengths L	10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing X*	Suggested Longitudinal Buffer Space B*
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	$L = WS$	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

\* Conventional Roads Only

XX Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	

#### GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
- DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
- When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections at 1/25 where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

### TRAFFIC CONTROL PLAN TRAFFIC SHIFTS ON TWO LANE ROADS

TCP (1-3)-12

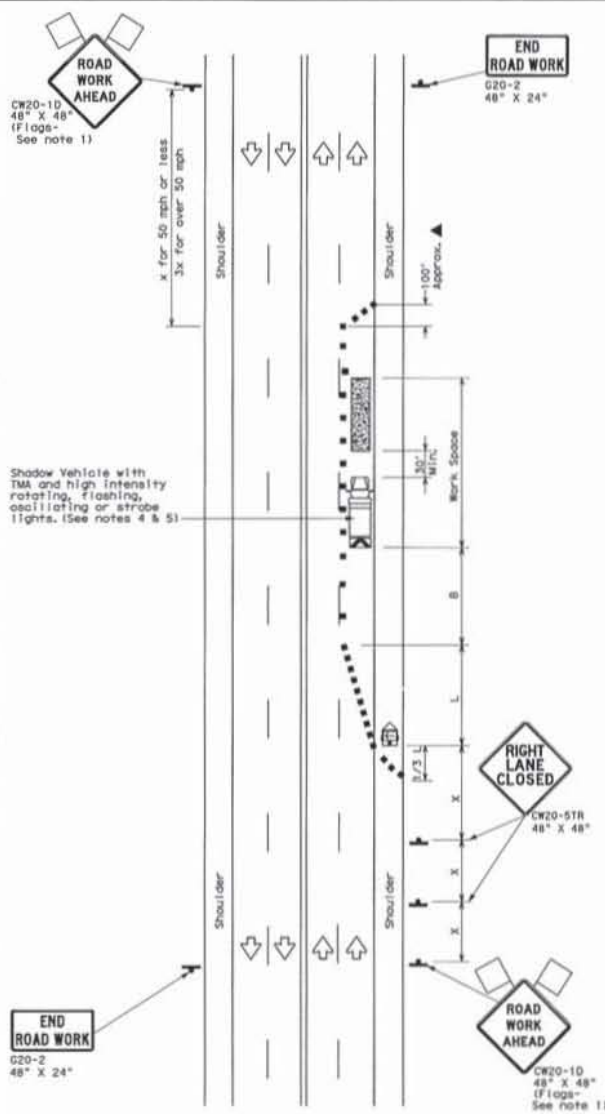
DATE	REVISION	BY	CHKD	DATE	BY	CHKD
2-84	2-12					
8-95						
1-97						
4-98						

153



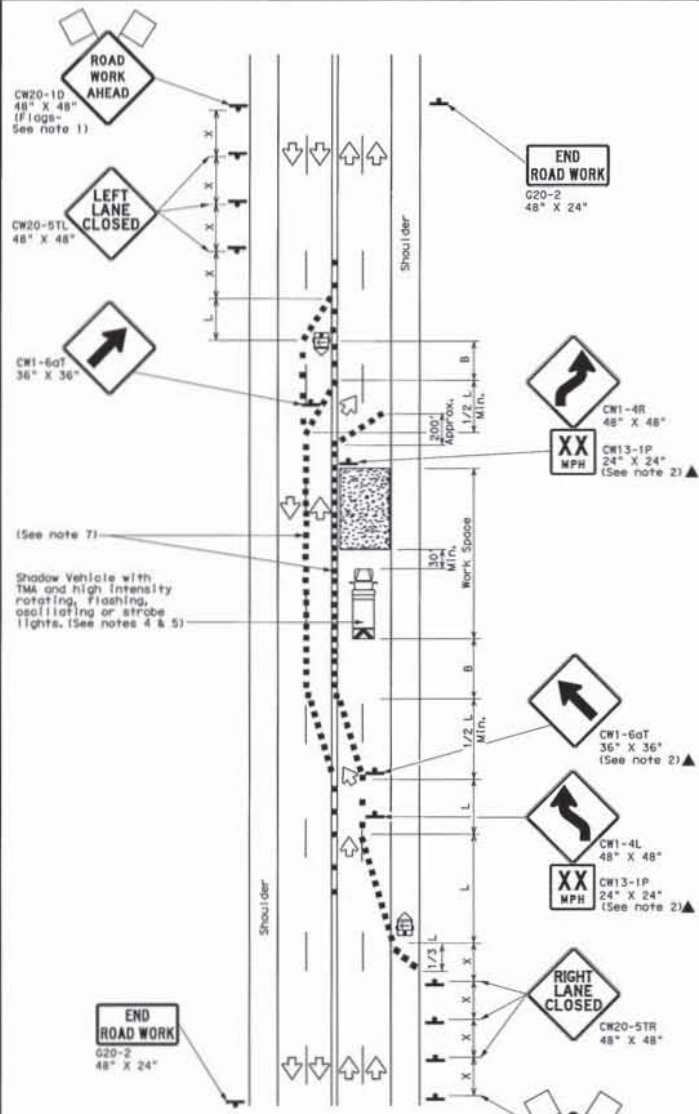
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the consequences of any use of this standard in other forms or for incorrect results or damage resulting from its use.

DATE: FILE:



TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND	
	Type 3 Barricade
	Heavy Work Vehicle
	Trailer Mounted Flashing Arrow Board
	Sign
	Flag
	Channelizing Devices
	Truck Mounted Attenuator (TMA)
	Portable Changeable Message Sign (PCMS)
	Traffic Flow
	Flagger

Posted Speed MPH	Formula	Minimum Desirable Taper Lengths K X			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing X Distance	Suggested Longitudinal Buffer Space X Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

\* Conventional Roads Only  
 W = Taper Lengths have been rounded off.  
 L = Length of Taper (FT) W = Width of Offset (FT) S = Posted Speed (MPH)

TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	LONG TERM STATIONARY
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW20-10 "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-4g)**  
 6. If this TCP is used for a left lane closure, CW20-STL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.
- TCP (1-4b)**  
 7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

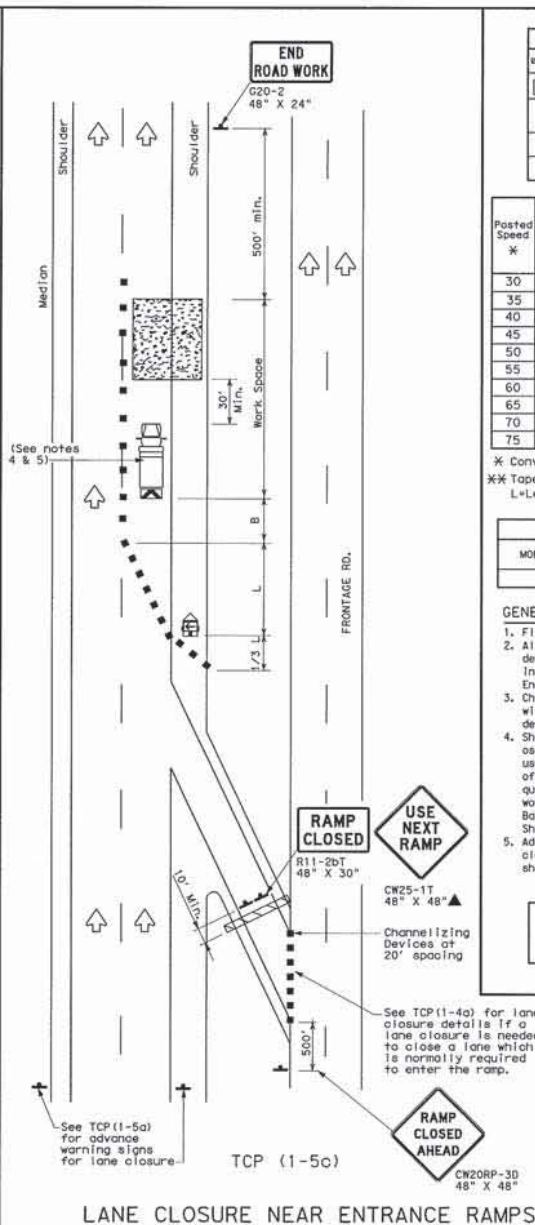
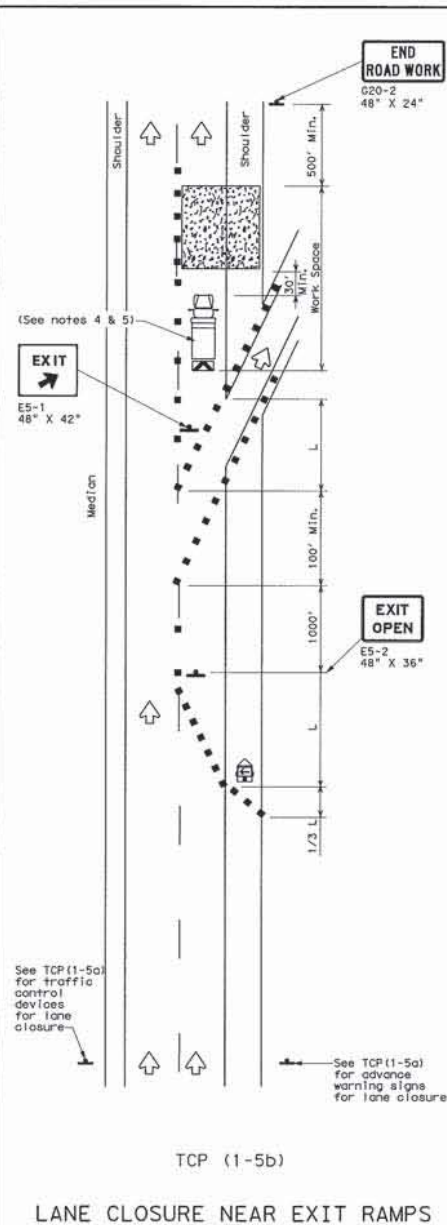
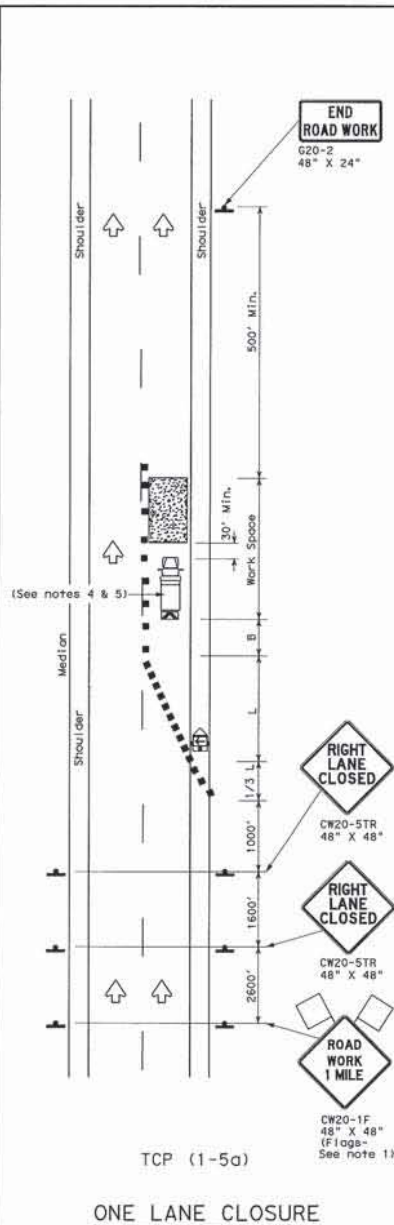
**TRAFFIC CONTROL PLAN  
LANE CLOSURES ON MULTILANE  
CONVENTIONAL ROADS**

**TCP (1-4)-12**

REVISIONS		DATE	BY	CHKD	APP'D	DATE	BY
2-94	2-12						
8-95							
1-97							
4-98							
154							

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DATE: FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "y"
30	$L = \frac{WS^2}{60}$	10' Offset	On a Taper	60'	120'
35		11' Offset	On a Tangent	60'	120'
40	$L = \frac{WS^2}{60}$	12' Offset	On a Taper	60'	120'
45		13' Offset	On a Tangent	60'	120'
50	$L = \frac{WS^2}{60}$	14' Offset	On a Taper	60'	120'
55		15' Offset	On a Tangent	60'	120'
60	$L = \frac{WS^2}{60}$	16' Offset	On a Taper	60'	120'
65		17' Offset	On a Tangent	60'	120'
70	$L = \frac{WS^2}{60}$	18' Offset	On a Taper	60'	120'
75		19' Offset	On a Tangent	60'	120'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L = Length of Taper (FT) W = Width of Offset (FT) S = Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

- GENERAL NOTES
- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
  - Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
 Traffic Operations Division

## TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

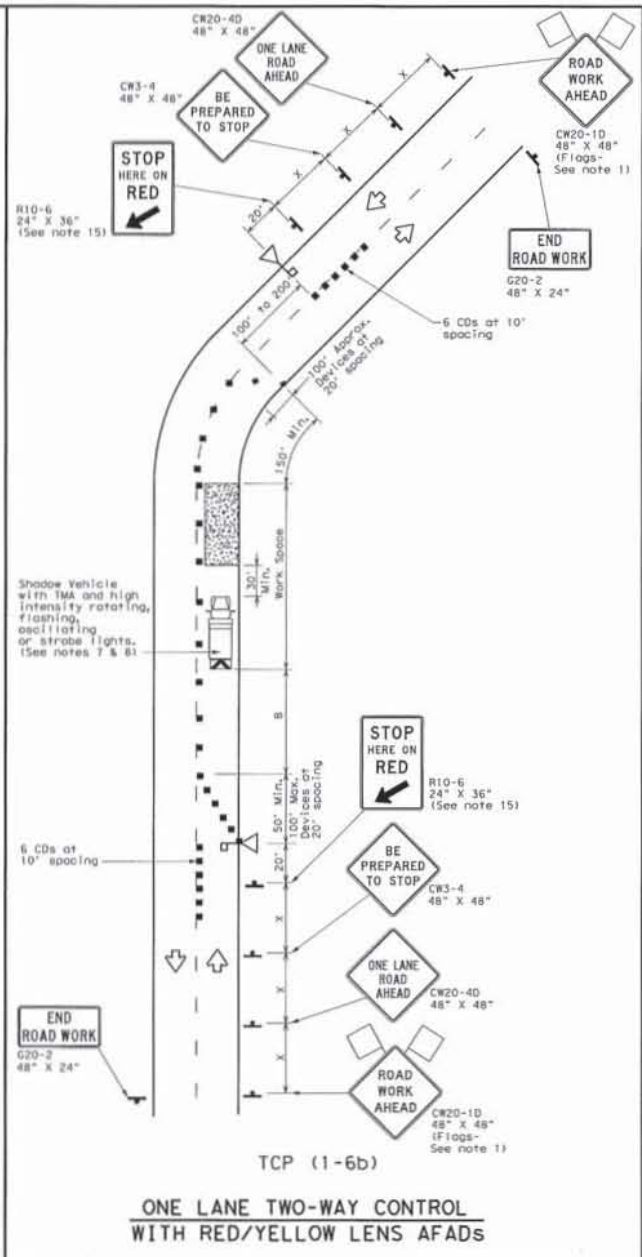
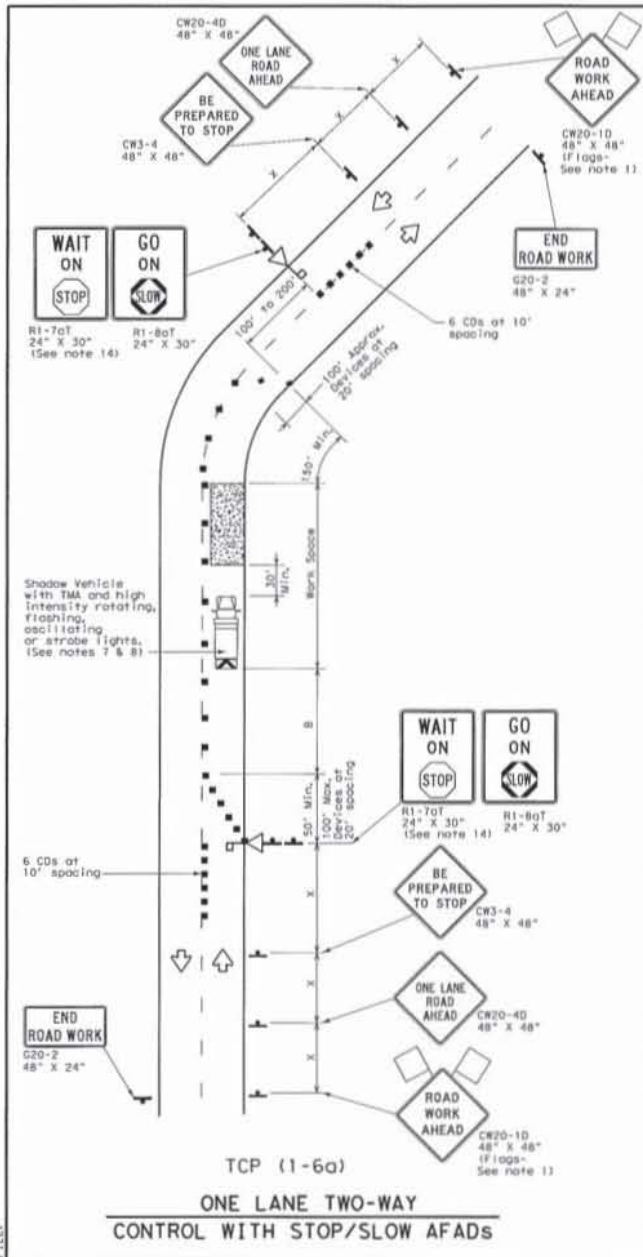
TCP (1-5)-12

© TxDOT February 2012	DATE	BY	CHK	DATE	BY	CHK	DATE	BY	CHK
REVISED									
CONF	SECT	JOB	DATE	DATE	DATE	DATE	DATE	DATE	DATE
DIST	COUNTY	SHEET NO.							



DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for the use of this standard or for the results of its use.

DATE: FILE:



LEGEND	
	Type 3 Barricade
	Heavy Work Vehicle
	Automated Flagging Assistance Device (AFAD)
	Sign
	Flag
	Channelizing Devices (CDs)
	Truck Mounted Attenuator (TMA)
	Portable Changeable Message Sign (PCMS)
	Traffic Flow
	Flagger

Posted Speed mi/h	Formula	Minimum Desirable Taper Length ft	Suggested Maximum Spacing of Channelizing Devices ft	Minimum Sign Spacing ft	Suggested Longitudinal Buffer Space ft	Stopping Sight Distance ft
10	$L = 8.5 S$	150'	10'	120'	90'	200'
15		205'	15'	160'	120'	250'
20		265'	20'	200'	155'	305'
25		325'	25'	240'	195'	360'
30		385'	30'	280'	240'	425'
35		445'	35'	320'	295'	495'
40		505'	40'	360'	350'	570'
45		565'	45'	400'	410'	645'
50		625'	50'	440'	475'	730'
55		685'	55'	480'	540'	820'
60		745'	60'	520'	600'	910'
65		805'	65'	560'	660'	1000'
70		865'	70'	600'	720'	1090'
75		925'	75'	640'	780'	1180'

K: Conventional Roads Only  
K: Taper lengths have been rounded off.  
L: Length of Taper (FT) S: Width of Offset (FT) S: Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

#### GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
- Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
- Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
- One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
- When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
- All AFADs shall be equipped with gate arms with orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
- The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

### TRAFFIC CONTROL PLAN AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)

TCP (1-6)-12

DATE	BY	CHKD	DATE	CHKD
02/01/2011	02/01/2011	02/01/2011	02/01/2011	02/01/2011
DESIGN	DESIGN	DESIGN	DESIGN	DESIGN
DATE	BY	CHKD	DATE	CHKD
02/01/2011	02/01/2011	02/01/2011	02/01/2011	02/01/2011
DESIGN	DESIGN	DESIGN	DESIGN	DESIGN

**EXHIBIT “D” OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO  
COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF EDINBURG, TEXAS**

Exhibit "D"

PRELIMINARY MATERIAL COST ESTIMATE  
HIDALGO COUNTY DRAINAGE DISTRICT No. 1  
DRAINAGE DITCH REALIGNMENT - EAST OF JACKSON RD (BTWN SPRAGUE ST. & FREDDY GONZALEZ DR.)  
ESTIMATOR: ELIZA YZAGUIRRE DATE 5/31/16

MATERIAL COST FOR DITCH TO BE RELOCATED					
ITEM No.	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE IN FIGURES	TOTAL EXTENSION IN FIGURES
1	1	EA	JUNCTION BOX	\$ 4,500.00	\$ 4,500.00
2	52	LF	72" RUBBER GASKET RCP (CL III)	\$ 187.50	\$ 9,750.00
3	38	CY	REINFORCED CONCRETE RIP-RAP	\$ 110.00	\$ 4,180.00
4	52	LF	BEDDING AND BACKFILL (57 CY)	\$ 25.97	\$ 1,350.44
				SUBTOTAL:	\$ 19,780.44
				CONTINGENCY (10%)	\$ 1,978.04
				<b>TOTAL:</b>	<b>\$ 21,758.48</b>

# RESOLUTIONS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Amending and Restating Resolution No. 2262 Authorizing the City Manager to Submit a Grant Application to the Office of the Governor, for the 2017 Law Enforcement Terrorist Prevention Activities (LEPTA), and Execute any Other Documents Related Thereto. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On December 6, 2016, the City Council approved Resolution No. 2262, authorizing the City Manager to submit a grant application to the Office of the Governor. The Office of the Governor's has revised its resolution requirement and now requires the Resolution be amended.

The Resolution must now include that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full, the amount of matching funds not be specified, and an agreement to provide matching funds if applicable.

The initial application was for a total of \$16,713 and has been increased to \$57,198. Awarded funds will be used to purchase an Explosive Detecting Canine and equipment. Matching funds will require an appropriation from the 2016-2017 Fiscal Year T.C.S.A. Fund.

**RECOMMENDATION:**

Approve Amending and Restating Resolution No. 2262 Authorizing the City Manager to Submit a Grant Application to the Office of the Governor, for the 2017 Law Enforcement Terrorist Prevention Activities (LEPTA), and Execute any Other Documents Related Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Chad Dufner

/s/ Marissa Garza

Marissa Garza, Director of Community  
Development/Grants Management

/s/ Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/David White

David White  
Chief of Police

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**


\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



**RESOLUTION NO. \_\_\_\_\_**

**CONSIDER AMENDING AND RESTATING RESOLUTION NO. 2262 AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, FOR THE 2017 LAW ENFORCEMENT TERRORIST PREVENTION ACTIVITIES (LEPTA), AND EXECUTE ANY OTHER DOCUMENTS RELATED THERETO.**

**WHEREAS**, on December 6, 2016, the City Council approved Resolution No. 2262, authorizing the City Manager to submit a grant application to the Office of the Governor; and

**WHEREAS**, the Office of the Governor requires the Resolution be amended to provide that: 1) in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and 2) the amount of matching funds not be specified; 3) an agreement to provide matching funds if applicable; and

**WHEREAS**, the City Council deems it appropriate to amend Resolution No. 2262; and

**WHEREAS**, the City of Edinburg finds it is the best interest of the citizens to submit a grant application to the Office of the Governor, for the 2017 Law Enforcement Terrorist Prevention Activities (LEPTA); and

**WHEREAS**, the City of Edinburg agrees to provide applicable matching funds for the said project as required by the 2017 Law Enforcement Terrorist Prevention Activities (LEPTA) grant application; and

**WHEREAS**, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

**WHEREAS**, the City of Edinburg agrees that in the event of loss or misuse of the Office of Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City of Edinburg designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED THAT:**

**SECTION 1: INCORPORATION OF RECITALS.** The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

**SECTION 2:** The City Council of the City of Edinburg, Texas, authorizes the City Manager to submit the grant application to the Office of the Governor, for the 2017 Law Enforcement Terrorist Prevention Activities (LEPTA).

**SECTION 3: SEVERABILITY**. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

**SECTION 4: EFFECTIVE DATE**. This Resolution shall be and remain in full force and effect from and after the date of its passage.

**READ, CONSIDERED, PASSED and APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 21<sup>st</sup> day of March, 2017.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**  
Palacios Garza & Thompson, P.C.

By: \_\_\_\_\_  
City Attorney

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Amending and Restating Resolution No. 2269 Authorizing the City Manager to Submit Grant Application to the Office of the Governor for the Body-Worn Camera Program and Execute any Other Documents Related Thereto. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On January 03, 2017, the City Council approved Resolution No. 2269, authorizing the City Manager to submit a grant application to the Office of the Governor for the Body-Worn Camera Program. The Office of the Governor has revised it requirements to require actual awards in Resolution's which requires the City's Resolution be amended.

The amount listed in the Resolution does not match the amount funded. The initial application was for the amount of \$46,607. The City of Edinburg was awarded a total of \$25,265 in grant funds, which requires a match in the amount of \$6,316. The matching funds require an appropriation from the 2016-2017 Fiscal Year T.C.S.A. Fund.

**RECOMMENDATION:**

Approve Amending and Restating Resolution No. 2269 Authorizing the City Manager to Submit a Grant Application to the Office of the Governor for the Body-Worn Camera Program and Execute any Other Documents Related Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Chad Dufner

/s/ Marissa Garza

Marissa Garza, Director of Community  
Development/Grants Management

/s/Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/David White

David White  
Chief of Police

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**


\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**RESOLUTION NO.**

**THE STATE OF TEXAS     §   CONSIDER     AMENDING     AND     RESTATING  
RESOLUTION NO. 2269 AUTHORIZING THE CITY  
MANAGER TO SUBMIT A GRANT APPLICATION TO  
COUNTY OF HIDALGO     §   THE OFFICE OF THE GOVERNOR FOR THE BODY  
WORN CAMERA PROGRAM AND EXECUTE ANY  
OTHER DOCUMENTS RELATED THERETO.  
CITY OF EDINBURG         §**

**WHEREAS**, on January 3, 2017, the City Council approved Resolution No. 2269, authorizing the City Manager to submit a grant application to the Office of the Governor; and

**WHEREAS**, the Office of the Governor requires the resolution be amended 1) the amount of funds not be specified; and

**WHEREAS**, the City Council deems it appropriate to amend Resolution No. 2269; and

**WHEREAS**, the City of Edinburg finds it is the best interest of the citizens to submit a grant application to the Office of the Governor to purchase body-worn camera packages and equipment; and

**WHEREAS**, the City of Edinburg agrees to comply with applicable grant requirements and to provide applicable matching funds for the said project as required by the Office of the Governor grant application; and

**WHEREAS**, the City of Edinburg agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City of Edinburg designates the City Manager, as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, or terminate the grant on behalf of the applicant agency.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION 1: INCORPORATION OF RECITALS.** The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct, and the City Council hereby incorporates such Recitals as part of this Resolution.

**SECTION 2:** The City Council hereby authorizes the City Manager to submit a grant application to the Office of the Governor for the Body-Worn Camera Program.

**SECTION 2: SEVERABILITY.** If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be and remain in full force and effect from and after the date of its passage.

**READ, CONSIDERED, PASSED and APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 21<sup>st</sup> day of March, 2017.

**CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVE AS TO FORM:**  
Palacios Garza & Thompson, P.C.

By: \_\_\_\_\_  
City Attorney

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter Into an Advance Funding Agreement with the Texas Department of Transportation, and Authorizing the Commitment to Fund for the McIntyre Railroad Pedestrian Crossing Improvements and to Execute Such Agreement. [Ponciano Longoria, P.E., C.F.M., Director of Engineering]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Hidalgo County Metropolitan Planning Organization has authorized \$500,000 in Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds for the construction of this project. To make use of the federal funds, an Advance Funding Agreement must be executed between the City of Edinburg and Texas Department of Transportation.

The project will consist of warning devices and pathway improvements at the site which will include lights signal assemblies with automatic gate arms, warning signs, pedestrian gates, hand rails, paving, walkways, fencing, sidewalk and bicycle lanes. This project will be located between 5<sup>th</sup> and 6<sup>th</sup> Avenue along McIntyre Street and will connect the East and West McIntyre corridor.

The projected construction cost will be allocated based on 80% Federal funding (\$400,000) and 20% Local Government funding (\$100,000) until the federal funding reaches the maximum obligated amount of \$400,000. The local government will be responsible for 100% of Preliminary Engineering, the direct state cost for preliminary Engineering and all project cost exceeding the approved Federal Funding. The total estimated cost of the project is \$635,500 with a Federal Participation of \$400,000 a State Participation of \$31,000 and Local Participation of \$204,500 with anticipated letting date of June 2017.

As per the Advanced Funding Agreement, the funds to cover the City's estimated share of Direct State Costs for Preliminary and Construction are due and payable in the amount of \$80,000 by April 3, 2017. The remaining balance for this project is \$124,500 which is due at a later date.

Approval of this item will require an appropriation from the 2016-2017 Fiscal Year General Fund operating budget and/or from proceeds of the Certificates of Obligation, Series 2016.

**RECOMMENDATION:**

Approve Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter Into an Advance Funding Agreement with the Texas Department of Transportation, and Authorizing the Commitment to Fund for the McIntyre Railroad Pedestrian Crossing Improvements and to Execute Such Agreement.

**REVIEWED BY:**

**PREPARED BY:**

/s/ Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

/s/Marissa Garza by EG

Marissa Garza, Director of Community  
Development/Grants Management

/s/Richard M. Hinojosa

Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/s/ Ponciano N.

Longoria, P.E., CFM

Ponciano N. Longoria

PE, CFM

Director of Engineering

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



**RESOLUTION NO. \_\_\_\_\_**

<b>STATE OF TEXAS</b>	<b>§</b>	<b>A RESOLUTION AUTHORIZING THE CITY MANAGER FOR THE CITY OF EDINBURG, TEXAS, TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE COMMITMENT TO FUND AND COMPLETE FOR THE MCINTYRE RAILROAD CROSSING PEDESTRIAN IMPROVEMENTS (CSJ# 0921-02-354)</b>
<b>COUNTY OF HIDALGO</b>	<b>§</b>	
<b>CITY OF EDINBURG</b>	<b>§</b>	

**WHEREAS**, the City of Edinburg, hereinafter referred to as Sponsor, for the Texas Department of Transportation, hereinafter referred to as “Project” for the McIntyre Railroad Crossing Pedestrian Improvements.

**WHEREAS**, the Sponsor will administer said Project in a manner consistent with the Advanced Funding Agreement for a Surface Transportation Program Metropolitan Mobility and Rehabilitation Project Off-System as approved by the State attached hereto as Exhibit “A”; and

**WHEREAS**, the Sponsor intends to request financial assistance from the Texas Department of Transportation to construct said project in an amount not to exceed eighty percent (80%) or the State’s maximum match of Four Hundred Thousand Dollars (\$400,000), whichever is less; and

**WHEREAS**, local funds in the amount of One Hundred Thousand Dollars (\$100,000), representing the City’s twenty percent (20%) match in addition to the State’s Direct and Indirect Cost for a total of Two Hundred Four Thousand Dollars \$204,500 as set out in Exhibit “A”.

**WHEREAS**, the Sponsor will contract and be responsible for the administration of contracts necessary for this project.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

The Sponsor hereby requests state funding from the Texas Department of Transportation under Category 7, Metropolitan Mobility and Rehabilitation Funds for this project.

**AND, BE IT FURTHER RESOLVED**, that the City Manager is hereby directed to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the completion of the McIntyre Railroad Crossing Pedestrian Improvements as set out in Exhibit "A".

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code § 551.041, on this the 21<sup>st</sup> day of March 2017.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTESTED**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM**

PALACIOS, GARZA & THOMPSON P.C.

By: \_\_\_\_\_  
City Attorney

CSJ: 0921-02-354

District #: 21 - Pharr

Code Chart 64#: 12950

Project: **McIntyre Railroad Pedestrian  
Crossing Improvements**

Federal Highway Administration

CFDA Title: **Highway Planning and  
Construction**

CFDA # 20.205

Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For A  
Surface Transportation Program -  
Metropolitan Mobility and  
Rehabilitation Project  
Off-System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Edinburg**, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114670, authorizing the State to undertake and complete a highway improvement generally described as **McIntyre Railroad Pedestrian Crossing Improvements** called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

## **AGREEMENT**

### **1. Period of the Agreement**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **2. Scope of Work**

McIntyre Railroad Pedestrian Crossing Improvements will consist of warning devices and pathway improvements at the site which will include light signal assemblies with automatic gate arms, warning signs, pedestrian gates, hand rails, paving, walkways, fencing, sidewalk and bicycle lanes. This project will be located between 5<sup>th</sup> and 6<sup>th</sup> Avenue along McIntyre Street and will connect the east and west McIntyre Corridor, as shown on Attachment "B".

### **3. Local Project Sources and Uses of Funds**

- A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.



**Crossing Improvements**

Federal Highway Administration

CFDA Title: Highway Planning and  
Construction

CFDA # 20.205

Not Research and Development

- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I. The State will not pay interest on any funds provided by the Local Government.
- J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of

the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### **5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures,



including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

The **Local Government** has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must

comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

#### **11. Construction Responsibilities**

- A.** The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** The **Local Government** will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

#### **12. Project Maintenance**

Upon completion of Project, Local Government shall be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded.

#### **13. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

#### **14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:



Local Government:	State:
Mayor  City of Edinburg  PO Box 1079  Edinburg, Texas 78740	Director of Contract Services  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### 18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

## **19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

## **20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

## **21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

## **22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## **23. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local



Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

#### **24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address  
[http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## **25. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## **26. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into



of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## **29. Single Audit Report**

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.



### 30. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### 31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### THE STATE OF TEXAS

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date



CSJ: 0921-02-354

District #: 21 - Pharr

Code Chart 64#: 12950

Project: McIntyre Railroad Pedestrian  
Crossing Improvements

Federal Highway Administration

CFDA Title: Highway Planning and  
Construction

CFDA # 20.205

Not Research and Development

## **ATTACHMENT A RESOLUTION OR ORDINANCE**

CSJ: 0921-02-354

District #: 21 - Pharr

Code Chart 64#: 12950

Project: **McIntyre Railroad Pedestrian  
Crossing Improvements**

Federal Highway Administration

CFDA Title: **Highway Planning and  
Construction**

CFDA # 20.205

Not Research and Development

## **ATTACHMENT B LOCATION MAP SHOWING PROJECT**



## ATTACHMENT C PROJECT BUDGET

This project has received a total of \$500,000 in Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds for construction. The project's construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount of \$400,000. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), the Direct State Costs for PE and all project cost exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		24,500	0%	\$0	0%	0%	\$0	100%	100%	\$24,500
Construction (by LG) Cat 7		\$500,000	80%	\$400,000	0%	0.00%	\$0	20%	20.00%	\$100,000
<b>Subtotal</b>		<b>\$524,500</b>		<b>\$400,000</b>			<b>\$0</b>			<b>\$124,500</b>
Direct State Cost for Prelim. Engineering <b>\$50,000</b>	Environm. Direct State Costs (30%)	\$15,000	0%	\$0	0%	0%	\$0	0%	100%	\$15,000
	Right of Way Direct State Costs (10%)	\$5,000	0%	\$0	0%	0%	\$0	0%	100%	\$5,000
	Engineer. Direct State Costs (50%)	\$25,000	0%	\$0	0%	0%	\$0	0%	100%	\$25,000
	Utility Direct State Costs (10%)	\$5,000	0%	\$0	0%	0%	\$0	0%	100%	\$5,000
Construction Direct State Costs (State review and oversight of Construction Engineering)		\$30,000	0%	\$0	0%	0.00%	\$0	0%	100.00%	\$30,000
Indirect State Costs (6.2%)		\$31,000	0%	\$0	100%	0%	\$31,000	0%	0%	\$0
<b>Subtotal</b>		<b>\$111,000</b>		<b>\$0</b>			<b>\$31,000</b>			<b>\$80,000</b>
<b>TOTAL</b>		<b>\$635,500</b>		<b>\$400,000</b>			<b>\$31,000</b>			<b>\$204,500</b>

Initial payment by the Local Government to the State: \$ 50,000

Payment by the Local Government to the State before construction: \$ 30,000

Estimated total payment by the Local Government to the State: \$ 80,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.



STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For A  
Surface Transportation Program -  
Metropolitan Mobility and  
Rehabilitation Project  
Off-System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Edinburg**, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114670, authorizing the State to undertake and complete a highway improvement generally described as **McIntyre Railroad Pedestrian Crossing Improvements** called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

## **AGREEMENT**

### **1. Period of the Agreement**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **2. Scope of Work**

McIntyre Railroad Pedestrian Crossing Improvements will consist of warning devices and pathway improvements at the site which will include light signal assemblies with automatic gate arms, warning signs, pedestrian gates, hand rails, paving, walkways, fencing, sidewalk and bicycle lanes. This project will be located between 5<sup>th</sup> and 6<sup>th</sup> Avenue along McIntyre Street and will connect the east and west McIntyre Corridor, as shown on Attachment "B".

### **3. Local Project Sources and Uses of Funds**

- A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.



- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I. The State will not pay interest on any funds provided by the Local Government.
- J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of

the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### **5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures,



including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

The **Local Government** has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must



comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

#### **11. Construction Responsibilities**

- A.** The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** The **Local Government** will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

#### **12. Project Maintenance**

Upon completion of Project, Local Government shall be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded.

#### **13. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

#### **14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Mayor  City of Edinburg  PO Box 1079  Edinburg, Texas 78740	Director of Contract Services  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### 18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.



## **19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

## **20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

## **21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

## **22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## **23. Civil Rights Compliance**

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local



Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

#### **24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address  
[http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into



of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## **29. Single Audit Report**

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.



### **30. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).



- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### 31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### THE STATE OF TEXAS

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

CSJ: 0921-02-354

District #: 21 - Pharr

Code Chart 64#: 12950

Project: McIntyre Railroad Pedestrian  
Crossing Improvements

Federal Highway Administration

CFDA Title: Highway Planning and  
Construction

CFDA # 20.205

Not Research and Development

## **ATTACHMENT A RESOLUTION OR ORDINANCE**

**Project: McIntyre Railroad Pedestrian Crossing Improvements**

Federal Highway Administration  
CFDA Title: **Highway Planning and  
Construction**

CFDA # 20.205

Not Research and Development

**ATTACHMENT B**  
**LOCATION MAP SHOWING PROJECT**



## ATTACHMENT C PROJECT BUDGET

This project has received a total of \$500,000 in Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds for construction. The project's construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount of \$400,000. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), the Direct State Costs for PE and all project cost exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		24,500	0%	\$0	0%	0%	\$0	100%	100%	\$24,500
Construction (by LG) Cat 7		\$500,000	80%	\$400,000	0%	0.00%	\$0	20%	20.00%	\$100,000
<b>Subtotal</b>		<b>\$524,500</b>		<b>\$400,000</b>			<b>\$0</b>			<b>\$124,500</b>
Direct State Cost for Prelim. Engineering <b>\$50,000</b>	Environm. Direct State Costs (30%)	\$15,000	0%	\$0	0%	0%	\$0	0%	100%	\$15,000
	Right of Way Direct State Costs (10%)	\$5,000	0%	\$0	0%	0%	\$0	0%	100%	\$5,000
	Engineer. Direct State Costs (50%)	\$25,000	0%	\$0	0%	0%	\$0	0%	100%	\$25,000
	Utility Direct State Costs (10%)	\$5,000	0%	\$0	0%	0%	\$0	0%	100%	\$5,000
Construction Direct State Costs (State review and oversight of Construction Engineering)		\$30,000	0%	\$0	0%	0.00%	\$0	0%	100.00%	\$30,000
Indirect State Costs (6.2%)		\$31,000	0%	\$0	100%	0%	\$31,000	0%	0%	\$0
<b>Subtotal</b>		<b>\$111,000</b>		<b>\$0</b>			<b>\$31,000</b>			<b>\$80,000</b>
<b>TOTAL</b>		<b>\$635,500</b>		<b>\$400,000</b>			<b>\$31,000</b>			<b>\$204,500</b>

Initial payment by the Local Government to the State: \$ 50,000

Payment by the Local Government to the State before construction: \$ 30,000

Estimated total payment by the Local Government to the State: \$ 80,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

# APPOINTMENT

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Discuss and Consider Appointment to the City Advisory Board and Committee for the Following:

1. Edinburg Housing Authority Board, One Member (Mayor Appointed)

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

1. Edinburg Housing Authority Board

Present Member(s): Eduardo Gonzalez (Resigned)

Applicant(s):

Function: Edinburg Housing Authority is to implement policies and approve budget. (Note: By law the Mayor appoints all members to the Housing Authority. Motion not needed.)

**CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES**

**§ 32.01 Residence or Tax Paying Status Requirements for Membership.**

(A) All members of boards, councils, commissions and committees created pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

(B) Any member of a board, council, commission or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, commission or committee.

**§ 32.02 Appointment of Members; Filling Vacancy.**

(A) Except as otherwise provided by federal law, state constitution, state statute or the city charter, all appointments to boards, councils, commissions and committees of the city shall be made by the City Council.

(B) Any vacancy, for whatever reason, in and during the unexpired term of an appointed member of any board, council, commission, or committee of the city shall be filled by the City Council in the same manner as the original appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

**RECOMMENDATION:**

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

**REVIEWED BY:**

**PREPARED BY:**  
Timoteo Sena,  
Administrative Specialist

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Myra L. Ayala Garza  
Myra L. Ayala Garza  
City Secretary

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Richard Molina  
Councilmember

J. R. Betancourt  
Mayor Pro-Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember





# EHA

**EDINBURG HOUSING AUTHORITY**

P.O. Box 295 / 910 S. Sugar Rd. Edinburg, Texas 78540

Phone: (956) 383-3839 Fax: (956) 380-6308

[www.edinburgha.org](http://www.edinburgha.org)



February 23, 2017

Honorable Mayor Richard Garcia

City of Edinburg

Po Box 1079

Edinburg, TX 78540

**Subject: Eduardo Gonzalez  
Letter of Resignation  
Edinburg Housing Authority Board**

Dear Mayor,

It is with deep regret that I must advise you that I am no longer able to serve on the board of Commissioners for the EHA. I have been on the board since November of 2012 and appreciate the opportunity to serve on this board and our community in this role for these last several years.

Thank you for the opportunity to serve the Edinburg Housing Authority and the City of Edinburg.

Sincerely,

**Eduardo Gonzalez  
Board Commissioner**

# WAIVER

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Municipal Park Baseball Fields for "A Vision for You" Help Center for a Fundraiser to be Held on Saturday and Sunday, April 1 - 2, 2017 and Saturday and Sunday, June 3 - 4, 2017. [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Mr. J. J. Rodriguez is the Founder/Counselor of a non-profit organization "A Vision for You" Help Center, located at 900 South Veterans Blvd. This organization has been in existence for almost seven years and they provide outpatient drug and alcohol counseling for individuals 17 years of age and older seeking help from addiction.

"A Vision for You" Help Center is requesting the waiver of rental fees for the Edinburg Municipal Park Baseball Fields to host their two Baseball Tournament Fundraisers. The Tournaments are scheduled for Saturday and Sunday, April 1 - 2, 2017 and Saturday and Sunday, June 3 - 4, 2017.

If the waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and "A Vision for You" Help Center will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the Use of the Edinburg Municipal Park Baseball Fields for "A Vision for You" Help Center for a Fundraiser to be Held on Saturday and Sunday, April 1 - 2, 2017 and Saturday and Sunday, June 3 - 4, 2017.

**REVIEWED BY:**

**PREPARED BY:**

Dora M. Gonzalez,  
Executive Assistant

Â

Â

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/Sonia Marroquin  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

Richard Molina  
Councilmember

J. R.  
Betancourt  
Mayor Pro-  
Tem

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

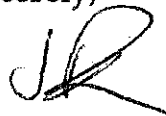
David Torres  
Councilmember

*"A Vision for You" help center  
900 S Veterans Blvd  
Edinburg Texas 78539*

Attn: City Manager of Edinburg

Dear Mr. Richard Hinojosa my name is JJ Rodriguez and I am the Founder/Counselor of a 501c3 non-profit named "A Vision for You" help center here in Edinburg Texas. We have been in existence for almost 7 years here in Edinburg located on 900 S Veterans Blvd inside the Housing Development of the Housing Authority. We provide outpatient Drug and Alcohol Counseling for Individuals seeking help from addiction, and we treat individuals 17 and older. My reason for writing to you is to humbly ask the City of Edinburg to help our non-profit raise funds for our fundraisers coming up in April and June of 2017. We are planning our Baseball Tournament Fundraisers on April 1, and 2 of 2017 here at Edinburg Municipal Park and again on June 3,4 of 2017. We are asking for the City of Edinburg to humbly waive our fees of using the Baseball Fields at Edinburg Municipal Park. We recently had to give back grant money to Urban County because the contingencies were too great, and we were not able to meet them. We were also denied grant money from the Trull Foundation just recently that we were depending on to grow our non-profit. So our next step is fundraising, and we are planning baseball tournament fundraiser in April and June. Depending on how well we do we would like to continue to use Edinburg as our source to host tournaments to bring the community together. We are gracious for your time for reading this letter, and we hope to have your trust and help to help us continue to grow to serve our community from addiction.

Sincerely,



JJ Rodriguez  
"A Vision for You" help center  
Founder/Counselor  
956-720-1397  
avisionforyouhc.com

RECEIVED

MAR 01 2017

CITY OF EDINBURG  
Page 804  
CITY MANAGER'S OFFICE

**"A VISION FOR YOU"**  
HELP CENTER

**JJ Rodriguez CCDC**  
Founder/Counselor

Chemical Dependency Counseling,  
Addiction, Depression, Anxiety  
& Anger Management.

"A Vision For You" Help Center  
Main Office  
900 Veterans Blvd.  
Edinburg, TX 78539

Cell: (956) 720-1397  
email: jjrodz30@yahoo.com  
avisionforyouhc.com  
501c3 Non-Profit

# BUDGET

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**MARCH 21, 2017**

Consider Transfers of Funds in the Fiscal Year 2016-2017 Budget Within the Following Accounts:

1. General Fund: FROM Traffic Control TO Wearing Apparel, in the Amount of \$10,000.  
[Tomas D. Reyna, Director of Public Works]
2. Los Lagos Golf Club Fund: FROM Rents & Contracts TO Machines & Equipment, in the Amount of \$7,000. [Jesus A. Garcia, Director of Golf]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

According to City Policy, all Transfer of Funds made from one Budget Category to another require Legislative approval, only after a written recommendation is submitted by the City Manager.

Consequently, City Council action is being requested to approve the Transfer of Funds to the appropriate account as a financial procedure. These expenditures were approved in the 2016-2017 Fiscal Year Budget.

**RECOMMENDATION:**

Approve the Transfers of Funds in the Fiscal Year 2016-2017 Budget, as Requested by the Department.

**REVIEWED BY:**

**PREPARED BY:**

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

\*\*\*\*\*



**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

_____
_____
_____
_____

\_\_\_\_\_  
Richard Molina  
Councilmember

\_\_\_\_\_  
J. R.  
Betancourt  
Mayor Pro-  
Tem

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** General  
**DEPARTMENT** Public Works Department

**TRANSFER FROM:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT	
1	MATERIALS-TRAFFIC CONTROL	0	1	-	5	2	4	3	-	0	4	4	6	0	\$10,000.00
2				-					-						
3				-					-						
4				-					-						
5				-					-						
6				-					-						
7				-					-						
Total														\$10,000.00	

**TRANSFER TO:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT	
1	SUPPLIES: WEARING APPAREL	0	1	-	5	2	4	2	-	0	4	3	1	0	\$10,000.00
2				-					-						
3				-					-						
4				-					-						
5				-					-						
6				-					-						
7				-					-						
Total														\$10,000.00	

**EXPLANATION:** Monies will be used for the 2016-2017 uniforms for Streets & Traffic employees.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature] 1/5/17  
 Department Head

3. [Signature] 3/9/17  
 City Manager

REVIEWED BY:

DATE ENTERED: \_\_\_\_/\_\_\_\_/\_\_\_\_

2. [Signature] 1/16/2017  
 Director of Finance

(White Copy- Finance Department/Pink Copy- Department's Copy)

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**

<b>FUND NAME</b>	<b>LOS LAGOS GOLF CLUB</b>
<b>DEPARTMENT</b>	<b>LOS LAGOS GOLF CLUB</b>

ACCOUNT TITLE							ACCOUNT NUMBER										AMOUNT						
							*																
	RENTS / CONTRACTS						1	5	-	5	3	5	5	-	0	4	8	1	0	-	0	0	7,000
									-					-					-				
									-					-					-				
									-					-					-				
									-					-					-				
									-					-					-				
									-					-					-				
													Total						7,000				

**TRANSFER TO:**

ACCOUNT TITLE				ACCOUNT NUMBER												AMOUNT				
					*															
	CAPITAL OUTLAY			1	5	-	5	3	5	6	-	0	4	9	5	0	-	0	0	7,000
										-						-				
						-				-						-				
						-				-						-				
						-				-						-				
						-				-						-				
						-				-						-				
										Total								7,000		

**EXPLANATION:** Ice machine not repairable need to purchase a new one.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

**ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.**

**REQUIRES CITY COUNCIL APPROVAL**

**YES**

X

No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. Jony Garcia  
Department Head

03/06 117

3. 1 Che 108 3/13/17  
City Manager

REVIEWED BY:

2. Asma Aly  
Director of Finance

03/10/2017

DATE ENTERED:     /     /

(White Copy- Finance Department/Pink Copy- Department's Copy)